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# TERREBONNE PARISH COUNCIL

## POLICY PROCEDURE AND LEGAL COMMITTEE

<b>Mr. Clyde Hamner</b>	<b>Chairman</b>
<b>Mr. Kevin Champagne</b>	<b>Vice-Chairman</b>
<b>Mr. Brien Pledger</b>	<b>Member</b>
<b>Mr. Carl Harding</b>	<b>Member</b>
<b>Mr. Clayton Voisin, Jr.</b>	<b>Member</b>
<b>Mr. John Amedee</b>	<b>Member</b>
<b>Mr. Daniel Babin</b>	<b>Member</b>
<b>Ms. Kim Chauvin</b>	<b>Member</b>
<b>Mr. Steve Trosclair</b>	<b>Member</b>



In accordance with the Americans with Disabilities Act, if you need special assistance, please contact Tammy E. Triggs, Council Clerk, at (985) 873-6519 describing the assistance that is necessary.

### AGENDA

October 28, 2024  
5:40 PM

Robert J. Bergeron Government Tower Building  
8026 Main Street  
2nd Floor Council Meeting Room  
Houma, LA 70360

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**NOTICE TO THE PUBLIC:** If you wish to address the Council, please complete the "Public Wishing to Address the Council" form located on either end of the counter and give it to either the Chairman or the Council Clerk prior to the beginning of the meeting. All comments must be addressed to the Council as a whole. Addressing individual Council Members or Staff is not allowed. Speakers should be courteous in their choice of words and actions and comments shall be limited to the issue and cannot involve individuals or staff related matters. Thank you.

**ALL CELL PHONES AND ELECTRONIC DEVICES USED FOR COMMUNICATION SHOULD BE SILENCED FOR THE DURATION OF THE MEETING.**

**CALL MEETING TO ORDER**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

1. Approve the co-sponsorship request for the Annual United States Bowling Congress Bayou Region Awards Banquet to be held on December 20, 2024 from 4:00 p.m. to 9:00 p.m. at the Houma Municipal Auditorium.
2. Approve the co-sponsorship request from the Rotary Club of Houma for the Cast Iron Cookoff to be held on March 15, 2025, from 11:00 a.m. to 3:00 p.m. at the Courthouse Square.

3. **RESOLUTION:** Authorizing the Parish President to execute an application form to the Louisiana Commission on Law Enforcement and the Administration of Criminal Justice 2023 Crime Victim Assistance grant for the Houma Police Department of the Terrebonne Parish Consolidated Government, and to address other matters relative thereto.
4. **RESOLUTION:** Accepting the recommendation of Administration and the Risk Management Department to continue the Third-Party Administrator Contract with Gulf South Risk Services to handle the Workers' Compensation claims from November 1, 2024, through October 31, 2025.
5. **RESOLUTION:** Accepting the recommendation of Administration and the Risk Management Department to continue the Contract with Sigma Consulting Corporation.
6. Adjourn

Category Number:  
Item Number: 1.



Monday, October 28, 2024

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**Item Title:**

Co-sponsorship - Annual USBC Bayou Region Awards Banquet

**Item Summary:**

Approve the co-sponsorship request for the Annual United States Bowling Congress Bayou Region Awards Banquet to be held on December 20, 2024 from 4:00 p.m. to 9:00 p.m. at the Houma Municipal Auditorium.

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Cosponsorship Application	10/23/2024	Application

**From:** [donotreply@tpcg.org](mailto:donotreply@tpcg.org)  
**To:** [Leilani Adams](#); [Tammy Triggs](#); [Keith Hampton](#); [Anne Picou](#); [David Drury](#); [Cheryl Lirette](#)  
**Subject:** Annual USBC Bayou Region Awards Banquet Co-Sponsorship Application  
**Date:** Friday, October 18, 2024 10:12:16 AM

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## Co-Sponsorship Application

A new co-sponsorship application has been submitted through the Parish website.

**Requesting Use** Yes  
**of the Parish**  
**Seal?**

**Event Name:** Annual USBC Bayou Region Awards Banquet

**Location:** Houma Municipal Auditorium

**Date(s) of** 12/20/2025 ( 4:00 PM - 9:00 PM )

**Event:**

**Reason for Co-Sponsorship:** United States Bowling Congress Bayou Region Board of Directors would like to host an annual awards banquet to recognize adult city tournament winners, youth city tournament winners, hall of fame nominees, high achievement awards, and issue youth scholarships. We are a non-profit organization and rely on donations to give back to our members; especially our own charity that provides scholarships to youth bowlers in our community.

**Services /** Insurance  
**Resources** Municipal Auditorium  
**Needed:** Security

**Additional** Non-profit organization? YES  
**Details** Selling Tickets? NO

**Organization:** United States Bowling Congress Bayou Region Association

**Authorized** Brandy Lirette (*Board Member*)

**Representative:**

**Contact Person:** Brandy Lynn Lirette (*Houma*)

**Mailing** 241 Port Royal Way

**Address:** Houma, LA 70360

**Daytime Phone** (985) 209-4304

**Number:**

**E-mail:** [brandydeanlirette@att.net](mailto:brandydeanlirette@att.net)

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This email is sent by an automated process for an Online Co-Sponsorship Request submission. If you have any questions, please contact our Information Technology team at [development@tpcg.org](mailto:development@tpcg.org). Thank you!

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Category Number:  
Item Number: 2.



Monday, October 28, 2024

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**Item Title:**

Co-sponsorship - Houma Rotary Cast Iron Cook Off

**Item Summary:**

Approve the co-sponsorship request from the Rotary Club of Houma for the Cast Iron Cookoff to be held on March 15, 2025, from 11:00 a.m. to 3:00 p.m. at the Courthouse Square.

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Cosponsorship Application	10/23/2024	Application

**From:** [donotreply@tpcg.org](mailto:donotreply@tpcg.org)  
**To:** [Leilani Adams](#); [Tammy Triggs](#); [Keith Hampton](#); [Anne Picou](#); [David Drury](#)  
**Subject:** Houma Rotary Cast Iron Cookoff Co-Sponsorship Application  
**Date:** Friday, October 18, 2024 4:18:30 PM

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## Co-Sponsorship Application

A new co-sponsorship application has been submitted through the Parish website.

**Requesting Use** No  
**of the Parish**  
**Seal?**

**Event Name:** Houma Rotary Cast Iron Cookoff  
**Location:** 7856 Main Street Houma, LA 70360 (Outdoor Downtown Houma)  
**Date(s) of** 03/15/2025 ( 11:00 AM - 3:00 PM )  
**Event:**

**Reason for Co-Sponsorship:** This event is the main fundraiser for the many service projects of the Rotary Club of Houma that benefit our community. It is also a family-friendly, affordable event that attributes to the quality of life in Terrebonne Parish.

**Services / Resources** Courthouse Square  
**Needed:** Garbage Containers & Collection  
Security  
Sound Permit Fee

**Additional Details** Non-profit organization? YES  
Selling Tickets? NO

**Organization:** Rotary Club of Houma

**Authorized Representative:** Katie Portier (*Event Chair; Board Member*)

**Contact Person:** \*\*\* Same as above \*\*\*

**Mailing Address:** PO Box 811

Houma, LA 70361

**Daytime Phone Number:** (985) 860-6167

**E-mail:**

kportier@synergybank.com

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This email is sent by an automated process for an Online Co-Sponsorship Request submission. If you have any questions, please contact our Information Technology team at [development@tpcg.org](mailto:development@tpcg.org). Thank you!

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Monday, October 28, 2024

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**Item Title:**

LCLE FY2023 Crime Victim Assistance Grant

**Item Summary:**

**RESOLUTION:** Authorizing the Parish President to execute an application form to the Louisiana Commission on Law Enforcement and the Administration of Criminal Justice 2023 Crime Victim Assistance grant for the Houma Police Department of the Terrebonne Parish Consolidated Government, and to address other matters relative thereto.

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
2023 ExecutiveSummary form.docx	10/13/2024	Cover Memo
CVA 2023 Resolution.doc	10/13/2024	Cover Memo
ApplicationContractReport_2024-09-05_083958.pdf	10/13/2024	Cover Memo





## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

LCLE FY 2023 CVA Grant Program

### PROJECT SUMMARY (200 WORDS OR LESS)

The Terrebonne Parish Consolidated Government will use CVA funds to support the Houma Police Department. Funds will be used to facilitate overtime compensation for Post Certified Police Officers as victim advocates, along with funding for The Haven for improved servers for victims within the Region 11 Sane Program.

### PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

LCLE FY 2020-2021 CVA funds will assist the Government's support of the city of Houma's policing efforts, as well as ensure the sustenance of essential victim's services.

### TOTAL EXPENDITURE

\$159,188.00

#### AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

#### IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT  
BUDGETED:

### COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

4

5

6

7

8

9

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

OFFERED BY:  
SECONDED BY:

RESOLUTION NO. \_\_\_\_\_

A resolution authorizing the Parish President to execute an application form to the Louisiana Commission on Law Enforcement and the Administration of Criminal Justice 2023 Crime Victim Assistance grant for the Houma Police Department of the Terrebonne Parish Consolidated Government, and to address other matters relative thereto.

**WHEREAS**, the Houma Police Department of the Terrebonne Parish Consolidated Government has been approved to apply for application for a grant from the Louisiana Commission on Law Enforcement and the Administration of Criminal Justice Fiscal Year 2023 Crime Victim Assistance funding in the amount of One hundred and Fifty-Nine Thousand and One Hundred Eighty-eight dollars (\$159,188.00) for the Terrebonne Parish Consolidated Government. The Fiscal Year 2023 Crime Victim Assistance Fund will be used to facilitate overtime compensation for Post Certified Police Officers as victim advocates, along with funding for The Haven for improved servers for victims within the Region 11 Sane Program and,

**WHEREAS**, the Parish Administrative staff and the Parish Finance Department will oversee the application process in the implementation and meeting all the requirements set forth by the Louisiana Commission on Law Enforcement and the Administration of Criminal Justice and,

**NOW, THEREFORE BE IT RESOLVED**, that the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government, authorizes the Parish President to execute any and all necessary documents to implement the grant upon awarded amount from the Louisiana Commission on Law Enforcement and the Administration of Criminal Justice and to address other matters relative thereto.

**LOUISIANA COMMISSION ON LAW ENFORCEMENT**

**LCLE USE ONLY**

Applicant Hereby Applies to the LCLE for Financial Support for the Within-Described Project:

Receipt Date	Award Date	Subgrant Number(s)
4/10/2024	7/24/2024	2023-VA-04/01/03 7952

<b>1. Type of Funds for which you are applying</b>	Victims Of Crime Act- Victims Assistance (Federal 16.575 VOCA)		
<b>2. Applicant</b>	<b>Name Of Applicant:</b> Terrebonne Parish Consolidated Government - Houma Police Department		
	<b>Federal I.D:</b> 726001390		<b>Parish:</b> Terrebonne
	<b>Street Address Line 1:</b> 8026 Main Street		
	<b>Address Line 2:</b>		<b>Address Line 3:</b> PO Box 2768
	<b>City:</b> Houma		<b>State:</b> LA <b>Zip:</b> 70360-2768
<b>3. Recipient Agency</b>	Terrebonne Parish Consolidated Government - Houma Police Department		
<b>4. Project Director</b>	<b>Name:</b> Captain Bobbie O'Bryan		<b>Title:</b> Administrator
	<b>Agency:</b> Terrebonne Parish Consolidated Government - Houma		
	<b>Street Address Line 1:</b> 500 Honduras Street		
	<b>Address Line 2:</b>		<b>Address Line 3:</b> PO Box 2768
	<b>City:</b> Houma		<b>State:</b> LA <b>Zip:</b> 70360-2788
<b>5. Financial Officer</b>	<b>Name:</b> Mrs. Sarah C LeCompte		<b>Title:</b>
	<b>Agency:</b>		
	<b>Street Address Line 1:</b> P.O. Box 2768		
	<b>Address Line 2:</b>		<b>Address Line 3:</b>
	<b>City:</b> Houma		<b>State:</b> LA <b>Zip:</b> 70360
<b>6. Contact</b>	<b>Name:</b> Captain Bobbie O'Bryan		<b>Title:</b> Administrator
	<b>Agency:</b> Terrebonne Parish Consolidated Government - Houma		
	<b>Street Address Line 1:</b> 500 Honduras Street		
	<b>Address Line 2:</b>		<b>Address Line 3:</b> PO Box 2768
	<b>City:</b> Houma		<b>State:</b> LA <b>Zip:</b> 70360-2788
<b>7. Brief Summary of Project</b>	<b>Short Title (May not exceed 50 characters)</b>		
	Victim Assistance Program 7		
	<b>Phone:</b> 985-873-6308 <b>Fax:</b> 985-872-4670 <b>Email:</b> bobryan@tpcg.org		
	<b>Address Line 2:</b>		
	<b>City:</b> Houma <b>State:</b> LA <b>Zip:</b> 70360-2788		
<b>8. Subgrant Budget</b>	<b>TOTAL BUDGET BY CATEGORY</b>		
(Do Not Exceed Space Provided) The VOCAL Project will focus on giving referral and direct immediate crisis services to victims by using crime victim advocates from several different law enforcement agencies and victim advocates from The Haven			

BUDGET CATEGORY	AMOUNT
PERSONNEL	31,251.00
EMPLOYEE BENEFITS	0.00
TRAVEL (INCLUDING TRAINING)	0.00
EQUIPMENT	0.00
SUPPLIES & OPERATING EXPENSES	0.00
CONSULTANTS	127,937.00
CONSTRUCTION	0.00
OTHER	0.00
<b>TOTAL</b>	<b>159,188.00</b>

FUND SOURCE	AMOUNT	PERCENT
FEDERAL	127,351.00	80%
STATE	0.00	
PROJECT INCOME	0.00	
INTEREST	0.00	
STATE MATCH	0.00	
CASH MATCH (NEW APPROP.)	31,837.00	20%
IN-KIND MATCH	0.00	
PROJECT INCOME MATCH	0.00	
<b>TOTAL</b>	<b>159,188.00</b>	<b>100%</b>

**10. Project Start Date:** 10/1/2024 **Project End Date:** 9/30/2025

11. IN WITNESS WHEREOF, the Applicant has caused this subgrant application to be executed, attested, and ensealed by its proper officials, pursuant to legal action authorizing the same to be done.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Terrebonne Parish Consolidated Government - Houma Police Department  
NAME OF APPLICANT AGENCY

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED OFFICIAL

\_\_\_\_\_  
TITLE OF AUTHORIZED OFFICIAL

(SEAL)

NOTE: The original copy must be signed in ink.  
Titles of all signatories must be inserted.

**LCLE USE ONLY**

In response to this application, LCLE funds are hereby obligated for the project described by the subgrantee in the referenced application, subject to applicant acceptance.

\_\_\_\_\_  
EXECUTIVE DIRECTOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Louisiana Commission on Law Enforcement

**12. BUDGET DETAILS**

**A. AGENCY BUDGETS**

BY RECIPIENT AGENCY	YEAR 1	TOTAL
Terrebonne Parish Consolidated Government - Houma Police Department	159,188.00	<b>159,188.00</b>
<b>Total:</b>	<b>159,188.00</b>	<b>159,188.00</b>

**Recipient Agency:** Terrebonne Parish Consolidated Government - Houma Police Department

BY CATEGORY	YEAR 1	TOTAL
PERSONNEL	31,251.00	<b>31,251.00</b>
EMPLOYEE BENEFITS	0.00	<b>0.00</b>
TRAVEL (INCLUDING TRAINING)	0.00	<b>0.00</b>
EQUIPMENT	0.00	<b>0.00</b>
SUPPLIES & OPERATING EXPENSES	0.00	<b>0.00</b>
CONSULTANTS	127,937.00	<b>127,937.00</b>
CONSTRUCTION	0.00	<b>0.00</b>
OTHER	0.00	<b>0.00</b>
<b>Total:</b>	<b>159,188.00</b>	<b>159,188.00</b>

**Applicant Agency:** Terrebonne Parish Consolidated Government - Houma Police Department

BY SOURCE	YEAR 1	TOTAL
FEDERAL	127,351.00	<b>127,351.00</b>
STATE	0.00	<b>0.00</b>
PROJECT INCOME	0.00	<b>0.00</b>
INTEREST	0.00	<b>0.00</b>
STATE MATCH	0.00	<b>0.00</b>
CASH MATCH (NEW APPROP.)	31,837.00	<b>31,837.00</b>
IN-KIND MATCH	0.00	<b>0.00</b>
PROJECT INCOME MATCH	0.00	<b>0.00</b>
<b>Total:</b>	<b>159,188.00</b>	<b>159,188.00</b>

**12. BUDGET DETAILS**

**A. AGENCY BUDGETS**

Line Item Details for: Terrebonne Parish Consolidated Government - Houma Police Department

**YEAR 1**

**PERSONNEL**

**Justification:** Funding will be used to pay Overtime for the Houma Police Department to a Group of crime victims' advocates.

Note: There is something wrong with the system due to it is not allowing me to put in my hourly rates, total number of weeks and total number of hours per week.

				<u><b>COST</b></u>
<b>Position:</b>	Group of Crime Victim Advocates			
<b>Name:</b>	TPCG-Houma Police Department			
	<b># Budgeted Hours / Week</b>	<b># Weeks</b>	<b>Hourly Pay Rate</b>	
	9.541	x 52	x 62.99	31,251.00
	Standard working hours per week: 9.541 hrs.		% Budgeted Hours: 100	
<b>Personnel - Year 1 Total:</b>				<b>31,251.00</b>

**CONSULTANTS - CONSULTANT**

**Justification:** Funding will be used to pay Overtime for the Assumption Sheriff Office to a Group of crime victims' advocates at their office.

The Haven will pay for advocates, SART Coordinator and SANE nurses stand by time.

				<u><b>COST</b></u>
<b>Name / Position:</b>	Group of Advocates			
<b>Service Provided:</b>	Assumption Parish Sheriff Office			
	<b>Cost per</b>	<b>Duration</b>		
	62.99 per Hour	x 285.743769 Hour(s)		17,999.00
<b>Name / Position:</b>	Group of Advocates			
<b>Service Provided:</b>	The Haven			
	<b>Cost per</b>	<b>Duration</b>		
	45.00 per Hour	x 2443.06667 Hour(s)		109,938.00
<b>Consultants - Consultant - Year 1 Total:</b>				<b>127,937.00</b>

**YEAR 1 TOTAL: 159,188.00**

**13. SECTIONS:**

**A. LCLE Budget Summary With Cash & InKind Match**

1. Itemize the Budget Category expenditures.

(Verify that the Total Amount equals the Calculated Paid Amount and these totals must equal the Budget Section totals.)

ID	Budget Category	Total Amount	Amount Paid with Federal Dollars	Amount Paid with Cash Match	Amount Paid with In-Kind Match	Calculated Paid Amounts
1.1	Personnel	31,251	25,001	6,250	0	31,251
1.2	Consultants	127,937	102,350	25,587	0	127,937
Total: Σ		159,188	127,351	31,837	0	159,188

### 13. SECTIONS:

#### B. VOCA Match Waiver Request

#### VOCA MATCH WAIVER REQUEST

1. Match waivers, whether full or partial, are required to be well-justified at the time the VOCA subgrant application is submitted to LCLE. Should a match waiver be requested, you must answer the following questions.

1.1. Are you requesting a waiver of the VOCA match requirements?

No

1.1.1. Are you requesting a partial waiver?

No

1.1.2. Are you requesting a full waiver?

No

2. How is your agency currently meeting VOCA match requirements?

Advocates and sub-grant agencies are doing the administrative reporting, report, tracking sheets, and monthly meetings during business hours.

3. What extenuating circumstances exist that impede your agency's ability to partially or fully match the VOCA funds requested?

N/A

4. Explain in detail how your agency considered all possible options to meet the match requirements using cash and in-kind sources not currently being used to meet match requirements for another federal award subgranted to your agency.

N/A

5. What methods did you use to consider all possible options for meeting match requirements for this proposed VOCA project?

TPCG has budgeted the match funding to be able to do the following: monthly advocate meetings, pulling and reviewing reports for victims, completing data tracking sheets and completing grant requirements on reporting. The SANE advocates matched are budgeted within The Haven's budget for monthly advocate meetings, pulling and reviewing reports for victims, meeting with victims and completing data tracking sheets.

6. What steps will your agency take in order to be able to meet the VOCA match requirements in the future?

Same as above.

7. If a match waiver is approved, does your agency anticipate this is a one-time request or are there extenuating circumstances that will require a waiver request next year?

N/A

8. How would the denial of a match waiver impact this proposed VOCA project?

N/A

9. Would the agency have to decline all or part of the subgrant award if a match waiver is not granted?

N/A



**13. SECTIONS:**

10. Please provide any additional information regarding your request for a waiver of the VOCA match requirements necessary for this application. Attachments are welcomed.

N/A

**13. SECTIONS:**

**C. LCLE Budget - Personnel & Volunteers**

**PERSONNEL & VOLUNTEERS BUDGET JUSTIFICATION**

**PERSONNEL**

1. Are personnel costs budgeted in this application?

Yes

2. Explain the basis of determining the salary for each position. (NOTE: Overtime rate cannot exceed 1-1/2 times the regular hourly rate.)

Overtime is paid only at 1- 1/2 times the regular hourly rate

3. Are merit increases anticipated during the project period?

No

3.1. If yes, the merit increases must be factored into the personnel budget.

4. Are any employees working overtime on this project?

Yes

4.1. Explain the need for overtime.

Houma Police Department and Assumption Parish Sheriff's office advocates will be operating outside their normal work hours.

4.1.1.

Please state the range of overtime hourly rate (Example: Pool of officers \$20 - \$40 per hour). Please note that overtime paid and charged to the project is based on each individual's pay rate.

A pool of officers / deputies ranging from \$20 - \$62.99 per hour.

4.1.2. Is your agency's overtime policy attached?

Yes

5. Are verifications of criminal background and finger print checks on file for all employees and in compliance with the Louisiana Child Protection Act (LA R.S. 15:5871.1)?

Yes

6. Are verifications of criminal background and finger print checks on file for all employees and in compliance with the Louisiana Adult Protective Services Law (LA R.S.15:1501-1511)?

Yes

7. Explain the need for each position.

Groups of Crime Victim Advocates from three different law enforcement agencies will reach out to victims to make sure that victims get the out reach help that they might need.

The Haven will prove free counseling services to victims as need.

**13. SECTIONS:****8.** Explain the project duties for each position.

Groups of Crime Victim Advocates from two different law enforcement agencies will reach out to victims to make sure that victims get the out reach help that they might need.

The Haven will provide free counseling services to victims as need and coordinate the efforts of the SANE quarters with stand by times.

**9.** Are job descriptions for each position attached?

Yes

**10.** Are resumes for each position attached?

No

**10.1.** If no, explain why.

See NOTE (below)

NOTE: Individual resumes for Law Enforcement Officers are not required.

**11.** Indicate if personnel will be new or existing personnel. If existing, indicate if the position has been backfilled. If this is a continuation application, indicate the personnel's original status. [Existing personnel is an employee that currently works for the agency, but will now be working on grant activities. If so, the position from which the employee is moved must be filled. If employee is the same from the previous grant, indicate if the employee was originally hired for that position.]

The two different law enforcement agencies are using existing police officers and deputies outside of their regular hours of work for overtime to reach out to victims. No other grants are worked at the same time as they work this grant.

**VOLUNTEERS****12.** Are volunteers used in this project?

No

**13.** Is this a VOCA-funded project?

Yes

**13.1.** If yes, but volunteers are not used, a request for a waiver requesting an exemption to VOCA's requirement of utilizing volunteers is required.

Are you requesting a waiver? If so, explain the need for an exemption of using volunteers?

Our agencies are requesting a waiver from using volunteers for this grant due to the sensitivity of information for victims.

**14.** Are the volunteers used as in-kind match?

No

**15.** Are verifications of criminal background and finger print checks on file for all employees and in compliance with the Louisiana Child Protection Act (LA R.S. 15:5871.1)?

Yes

**13. SECTIONS:**

16. Are verifications of criminal background and finger print checks on file for all employees and in compliance with the Louisiana Adult Protective Services Law (LA R.S.15:1501-1511)?

Yes

17. Briefly describe the duties and functions of the volunteers, indicate the number of hours per duty-function for this project. Duties must directly relate to the focus of this project.

N/A

18. Are job descriptions for volunteers attached?

No

19. Are sign-in/sign-out sheets records maintained that shows the volunteer's name, hours worked, and service provided?

No

LCLE BUDGET - PERSONNEL & VOLUNTEERS related attachments:

**File Name:**

✂ CVA job Description.pdf

**File Description:**

CVA job description

**13. SECTIONS:**

**D. LCLE Budget - Employee Benefits**

**EMPLOYEE BENEFITS JUSTIFICATION**

1. Are personnel costs budgeted in this application?

Yes

2. Please check the appropriate response regarding employee benefits.

All employee benefits will be paid by the Applicant Agency

**13. SECTIONS:****E. VOCA Budget Travel****TRAVEL**

**NOTES:** Mileage is *unallowable* in agency-owned vehicles.

Charges cannot exceed established agency travel rates,

but in no case can travel expenses exceed the current Louisiana Travel Guidelines.

Out-of-state travel, Conference, and Seminars *must* receive *prior* approval from LCLE.

1. Are travel costs budgeted in this application?

No

**2. Local Travel**

2.1. Are travel cost budgeted for local travel?

No

2.1.1. If yes, state who will be traveling and the purpose for the local travel.

N/A

2.2. Does each person traveling keep a travel / mileage log book?

(This travel / mileage log book can be kept in the agency's office.)

No

**3. Non-Local and / or Out-of-State Travel**

3.1. Are travel costs budgeted for non-local and / or out-of-state travel?

No

3.1.1. If yes, state who will be traveling and the purpose of the non-local and / or out-of-state travel

(Do not include conference and seminar information in this section).

N/A

**4. Conferences and Seminars**

4.1. Are travel cost budgeted for Conferences and Seminars?

No

4.1.1. If yes, state who will be traveling and the name of the Conference and Seminar.

4.2. Is the Conference or Seminar brochure attached to this section?

Note: If you do not have the brochure for the conference or seminar at the time of the application, a Special Condition will be added.

No

**13. SECTIONS:**

5. Effective 7/1/2022, subgrantee agencies are not required to follow Louisiana State Travel Guidelines (PPM 49). Agencies may follow their own internal travel policy. Does your agency maintain and follow an internal agency travel policy?

No

5.1. If yes, please attach the policy. You must adhere to the attached policy.

N/A

5.2. If no, agency must continue to follow the current Louisiana Travel Guidelines. (<https://www.doa.la.gov/oa/ost/ppm-49-travel-guide/>)

Louisiana Travel Guidelines are within Grant Audit Report.

### 13. SECTIONS:

#### F. LCLE Budget - Equipment

#### EQUIPMENT JUSTIFICATION

1. Are equipment costs budgeted in this application?

No

1.1. If yes, is the cost of the individual item \$1,000 or more and has a useful life of one year or more? If no, the item must be budgeted as a "Supply" item.

N/A

1.2. Explain the procurement procedures.

N/A

1.3. Explain the equipment's relationship to this project.

N/A

1.4. Applicant understands all equipment purchased with grant funds must be inventoried annually and applicant must track equipment until disposition. LCLE must be notified in writing when agency finds it necessary to dispose of equipment purchased with grant funds.

No

2. Is this a request for sole source?

No

2.1. If yes, explain why sole source is needed. Refer to the attached instructions on requesting sole source.

**NOTE: Sole Source request must be attached to this application.**

N/A



### 13. SECTIONS:

#### G. LCLE Budget - Supplies & Operating Expenses

##### SUPPLIES & OPERATING EXPENSES JUSTIFICATION

###### SUPPLIES

1. Are office supplies budgeted in this application?

No

1.1. If yes, explain the need for office supplies.

N/A

1.2. Explain the relationship of the office supplies to this project.

N/A

2. Are other supplies budgeted in this application?

No

2.1. If yes, explain the need for other supplies.

N/A

2.2. Explain the relationship of the supplies to this project.

N/A

###### OPERATING COSTS

3. Are operating costs budgeted in this application?

No

3.1. If yes, explain the need of **each** operating cost requested.

N/A

3.2. Explain the relationship of the operating costs to this project.

N/A

4. Are Indirect Costs budgeted in this application?

No

4.1. If yes, please complete the Indirect Cost Worksheet (Excel) available below and attach in this section. A set of instructions are also available below to explain the Worksheet. If needed, you may also provide additional information regarding your Indirect Costs budgeted in this project.

N/A

4.2. If you are budgeting Indirect Costs to this project, were you provided a written agreement that includes a federally approved negotiated rate?

A response to this question is optional and no answer was provided.

**13. SECTIONS:**

**4.2.1.** Please attach the copy of the written agreement that includes the federally approved negotiated rate for your agency in this section. If you wish to explain the written agreement or provide any other information regarding your federally approved negotiated rate, please explain below.

N/A

**4.3.** If you were not provided a federally approved negotiated rate in a written agreement and you are budgeting Indirect Costs for this project, are you using the de minimis rate of ten percent (10%) of Modified Total Direct Costs (MTDC)?

No

**4.3.1.** If using the ten percent (10%) de minimis rate, please explain the factors affecting allowability of costs. Please remember that costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. If choosing to use the de minimis rate, this methodology once elected must be used consistently for all Federal awards granted to your agency until such time as a your agency chooses to negotiate for a rate, which your agency may apply to do at any time.

N/A

**5.** Are audit costs budgeted in this application?

No

**5.1.** If yes, is your agency required to have a single audit performed? (2 CFR § 200.501) A single audit is required if the agency has expended \$750,000 or more in federal funds in the agency's fiscal year.

No

**5.2.** If a single audit is not required, costs associated with financial statement preparation and audit costs are **unallowable**.

N/A

**6.** Are monthly rent or lease payments budgeted for this project?

No

**6.1.** If yes, please attach a current rental or lease agreement in this section and explain this cost budgeted for this project. Please note: Mortgage payments are not allowed to be paid with federal or match funds.

N/A

**13. SECTIONS:****H. LCLE Budget - Consultant****CONSULTANTS JUSTIFICATION**

Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the market place. Travel, lodging, and meals, if applicable, should be figured in addition to compensation. All expenses must be included in the **attached LCLE approved contract template**.

The **original** signed (in **BLUE**) completed contract must be submitted to LCLE. This can be submitted as an attachment through Egrants. If the grant funds are part of a third party contract, the third party contract should be attached to the LCLE approved contract template as Attachment A - Statement of Work.

**1. Are consultants costs budgeted in this application?**

Yes

**2. Explain the purpose of each consultant or other contractual services requested.**

The Houma Police Department will be working one additional law enforcement agencies in reference to making direct face to face contact towards 1,000 victims of crimes within three parishes ( Terrebonne and Assumption).

The Houma Police Department will be working with The Haven to be able to provide direct social services for 500 victims for free.

These consultant agencies helps our agency to work towards completing our goals and objectives.

**3. Explain why each service requested is necessary and cost effective for this project.**

The Houma Police Department is requesting assistance with the following agencies as consultants:

Assumption Parish Sheriff Office will focus on doing an out reach towards their victims within Assumption Parish to be able to see if they need additional services and to be bale to provide refers services within the area in help the victims recover.

The Haven will focus on providing direct social services and SANE nursing examinations for victims only after the victims have been advised of their rights and the victims chooses a direction that the victims want to do. All these services will be provided free for the victims.

**4. Explain the procurement procedures and basis for determining rate of pay.**

The rate of pay is based on the overtime rates that each law enforcement agencies provides to the Houma Police Department. The rate for the application is determined by the highest rate of overtime to be able to calculate to the total number of hours for the dollar amount for the grant. (Reason for this is because all advocates make least then the total amount of the OT rate of which it should not exceeded that amount)

**5. Is this request for sole source?**

No

**5.1.** If yes, explain why sole source is needed. Refer to the **attached** instructions on requesting sole source.

**NOTE: You must attach the sole source request to this application.**

N/A

LCLE BUDGET - CONSULTANT related attachments:

**File Name:**

**File Description:**

**13. SECTIONS:**

✦ 7952 20240715142046309.pdf

MOU

**13. SECTIONS:****I. LCLE Program Narrative****PROBLEM DEFINITION**

1. Are you a Law Enforcement agency?

Yes

1.1. If Yes, was the previous calendar year's (January-December) Uniform Crime Report data submitted?

Yes

1.2. If not submitted, please state the date when the UCR data will be submitted.

2. Identify the nature and magnitude of the specific problem existing in your particular community that needs to be addressed through this proposed project.

**Document the need, not the symptoms or solutions.** Be sure to include current, valid local data, or state data if local data is not available, to support the justification. Give the source and date of your information. Include the needs of your agency and the needs within your area as related to this problem to justify the need for the proposed project.

Due to lack of funding within local law enforcement agencies, victims within our communities are not getting the referral services or help needed to help victims get back on the right path in living a safe and healthy life.

The Houma Police Department is in Houma, La. with a population of 33,406 in 2020 from the US Census. The FBI UCR data base table violent crimes shows the following: Murder and non-negligent manslaughter 2016(4), 2017(2) 2018 (3) 2019 (4) 2020 (3)2021(20), Forcible rape 2016(17), 2017 (20), 2018 (19), 2019 (17), 2020 (8),2021(8) Aggravated Assault 2016(104), 2017 (83), 2018 (106), 2019 (166), 2020 (90),2021(245)and all violent crimes 2016 (167), 2017 (123), 2018(158), 2019 (209), 2020 (118) and 2021 (282) so the efforts that our agency is doing within our community is working but by slowing down the efforts, everything could turn around quickly.

U.S. Department of Justice

Office of Justice Programs

Office for Victims of Crime

Washington, D.C. 20531

Dear Colleague,

We are pleased to present the 2016 National Crime Victims' Rights Week Resource Guide, developed by the Office for Victims of Crime in partnership with the National Center for Victims of Crime.

This year's theme—Serving Victims. Building Trust. Restoring Hope.—underscores the importance of establishing trust with victims. Trust is of particular concern in communities that feel isolated from or invisible to mainstream service providers and the criminal justice system, including boys and young men of color, victims of human trafficking, victims in American Indian and Alaska Native (AI/AN) communities, individuals who are geographically isolated or who live in economically deprived areas, older adults, people with disabilities, the LGBTQ community, and others. By meeting victims where they are, and by listening to and understanding their specific needs, we can help restore victims' hope for healing and recovery.

The Fiscal Year 2022 Crime Victims Fund allocation provides a tremendous opportunity—and responsibility—to ensure that those who need support the most receive it. All victims must have the ability to access services when they need them. To provide this access, we must reach victims as early as possible to expedite those first steps toward help, empowerment, and recovery.

Our outreach and responses must evolve to ensure that services are culturally relevant and that we collaborate across agencies and organizations to lessen the burden on victims. It is critical that we are flexible and open to new approaches to reach those most in need and to embrace new technologies and partnerships, understanding that the most vulnerable communicate, access, and receive information in a variety of ways.

If victims are to trust that the system will work for them, we must meet them where they are— physically, culturally, and emotionally. By serving victims, building trust, and restoring hope, the field can more effectively help victims as they rebuild their lives.

The Office for Victims of Crime appreciates your unwavering commitment and tireless dedication to victims of crime throughout the Nation. We trust that the materials provided in this guide will support and enhance your efforts to raise awareness, build new partnerships, and reach additional victims during National Crime Victims' Rights Week and throughout the year.

**13. SECTIONS:**

Sincerely, Marilyn McCoy Roberts Acting Director Office for Victims of Crime

In 2019 OVC encourages organizations to use the introductory theme video throughout the year at public awareness, education, and training events in local communities to promote and advance the cause of justice for victims of crime.

In 2019 Strength. Resilience. Justice. reflects a vision for the future in which all victims are strengthened by the response they receive, organizations are resilient in response to challenges, and communities can seek collective justice and healing.

OVC encourages organizations to use the introductory theme video throughout the year at public awareness, education, and training events in local communities to promote and advance the cause of justice for victims of crime.

Office of Justice Programs Office of Victims of Crimes web site.

This letter provides that the direction that the VOCAL program is heading in the right direction.

Victims of some reported crime incidents have never been offered help or referral services due to the lack of funding to those participating law enforcement agencies. The VOCAL (Victim of Crimes Awareness Link) Project will focus on giving referral and direct immediate crisis services to victims by using crime victim advocates from several different participating law enforcement agencies and victim advocates from The Haven. By funding the VOCAL project, it will allow those law enforcement agencies the funding to use crime victim advocates to be able to make face to face contact with victims within their parishes while offering identified direct referral services to them. The funding will also help change the history of victim services for the three different law enforcement agencies by getting The Haven to provide direct immediate crisis services to victims. It has never been documented at the Houma Police Department, but some victims have been victimized by the Police Officers or investigating Detectives during the initial crime reported incident without realizing that this action is being done. The Haven will be contacted at the initial reported crime incident for direct immediate crisis services for the victim to be able to prove transportation, counseling and other referral services that they can provide. By improving services for victims within all our communities, victims can start the healing from the suffering both emotionally and physically to be able to start a new day on life without asking for help because help is coming to them by VOCAL (Victim Of Crimes Awareness Link) project.

With this grant, the VOCAL Project has expanded its territory of providing direct victim's services within three different parishes and for the first time ever in the history of the Houma Police Department to be able to provide direct immediate crisis services to victims within the City of Houma. BUT it also expended into the City of Thibodeaux and Assumption Parish. The VOCAL project has also increase in the numbers of face to face contact in providing an improved outreach to victims in proving direct services with this grant funding.

**3. Describe the gap in community resources and how the gap was identified. Explain what need is created by this gap in services/programs.**

Victims of some reported crime incidents have never been offered help or referral services due to the lack of funding to those participating law enforcement agencies. The VOCAL (Victim of Crimes Awareness Link) Project will focus on giving referral and direct immediate crisis services to victims by using crime victim advocates from several different participating law enforcement agencies and victim advocates from The Haven. By funding the VOCAL project, it will allow those law enforcement agencies the funding to use crime victim advocates to be able to make face to face contact with victims within their parishes while offering identified direct referral services to them. The funding will also help change the history of victim services for the three different law enforcement agencies by getting The Haven to provide direct immediate crisis services to victims. It has never been documented at the Houma Police Department, but some victims have been victimized by the Police Officers or investigating Detectives during the initial crime reported incident without realizing that this action is being done. The Haven will be contacted at the initial reported crime incident for direct immediate crisis services for the victim to be able to prove transportation, counseling, and other referral services that they can provide. By improving services for victims within all our communities, victims can start the healing from the suffering both emotionally and physically to be able to start a new day on life without asking for help because help is coming to them by VOCAL (Victim Of Crimes Awareness Link) project.

### **13. SECTIONS:**

#### **J. LCLE Goals & Objectives**

##### **GOALS**

1. Based on the problem identified, BRIEFLY state the overall mission what the project hopes to accomplish. Do this by providing a clear statement of the effect this project will have on the problem. Do not include any statistical data

The Vocal Project will focus on giving referral and direct immediate crisis services to victims by using crime victim advocates from three different law enforcement agencies: Houma Police Department, and Assumptions Parish Sheriff's Office. Advocates from The Haven will give counseling for FREE.

##### **OBJECTIVES**

2. Provide at least two (2) measureable objectives for EACH goal. Objectives need to be measureable, observable aspects of the program. Identify who, what will change, by how much, and the timeline it will take. Use absolute numbers, not percentages, and be sure to include a baseline number.

Goal 1: Houma Police Department will coordinate and collaborate with at least one other law enforcement agency as crime victim advocates (Assumption Sheriff's Office) and advocates from The Haven with VOCAL project. (Measurable is to get 1 LE on board with project and 1 social service agency)

Goal 2: The Crime Victim Advocates will make face to face contact with 1,000 victims of violent crimes and provide the necessary referrals for services. The Haven will make 400 face to face contacts for direct immediate crisis service victims of crimes. (Measurable is to make 1,000 contacts and provide 400 social service contacts)

**13. SECTIONS:****K. VOCA Activites**

## ACTIVITIES

Identify and describe how you will achieve each of your stated project objectives along with a time frame. Activities must correlated with the stated Goals and Objectives.

**1. When will the service be provided (daily, weekly, monthly) and what are the hours of operation?**

The VOCAL project will be from October 1, 2024 to September 30, 2025, upon grant approval and award to the department. Hours of operation will be during Crime victim advocates off duty hours during the week, weekends and call outs for the following agencies; Houma Police Department and Assumption Parish Sheriff Office. The advocate from the Haven will operate during the hours of 8-4 Monday to Friday to proved direct counseling services.

**2. How are victims referred to and enrolled in the program (Describe specific procedures.)**

Each victim is identified through each participating agencies Report Management System and will be contacted faced to face in person for referral services or direct immediate crisis services. A tracking form is also completed to log the victim information, access service needs, and document all referrals provided. Progress reporting and follow-ups are maintained monthly by documentations that are filled separately for quarterly reporting. (Participating Agencies are as follow: Houma Police Department and Assumption Parish Sheriff Office.

**3. For what period of time are victims in the program allowed to continue to received serivces.**

There is no expiration for services to victims of crimes.

**4. Describe the overall project model, format, and/or curriculum that this project follows.**

The format of this program is as follows: crime victim advocates identify the victims based on crime reports reported to the participating agencies. (Participating Agencies are as follow: Houma Police Department and Assumption Parish Sheriff Office) Through monthly meetings, reports are assigned to crime victim advocates and are tracked on an excel spread sheet to prevent duplication. Victims are contacted face to face by a crime victim advocates. The crime victim advocates will provide a direct referral services within participating agencies' parishes that could help give direct service to the victims. The Haven will be a referral service for direct immediate crisis services for victims at the participating agencies.

**5. Is this an evidence-based or evidence-informed program?**

Yes

**5.1. Explain.**

This is an evidence-informed program due to the reason of reported crimes which advocates can do out reach and follow ups. Counseling is provided at victims request.



**13. SECTIONS:**

**L. VOCA Evaluation**

**EVALUATION AND DISSEMINATION OF REPORTING**

1. Does this project provide direct services?

Yes

1.1. If no, explain why.

2. Who will be responsible for completing the quarterly program reports and the quarterly/interim fiscal reports in eGrants, and the quarterly program reports in the federal OVC Performance Measurement Tools (PMT) system? Please list each person separately by name, which report he/she is responsible for completing, and his/her contact information below (i.e., phone number and email address).

ID	Name	Type of Report	Phone Number	Email Address
2.1	Jarrold Matherne	eGrants Quarterly Program Report	985-873-6371	jmatherne@tpcg.org

3. Who is responsible for collecting data for interim and/or quarterly fiscal reports? If more than one person is responsible for completing this process, please explain.

Houma Police Department-Sgt Jarrod Matherne, Assumption Parish Sheriff's Office-CPT Donnie Calamia, and The Haven-Julie Pellegrin. Each agency will collect their own data and then forward it to Lt Farmer, who will in put it into the quarterly reports.

4. Who is responsible for collecting data for quarterly program reports? Is this person the same person who will analyze the data? If not, and more than one person is responsible for completing this process, please explain.

Sgt Jarrod Matherne will collect the data and Capt Bobbie O'Bryan will analyze the data to make sure we are on track with our goals and objectives of the grant.

5. What type(s) of information and statistical data will be collected for each Goal and Objective?

Goal 1: Houma Police Department will coordinate and collaborate with at least one other law enforcement agencies as crime victim advocates (Assumption Sheriff's Office) and advocates from The Haven with VOCAL project. (Measurable is to get 1 LE on board with project and 1 social service agency)

Goal 2: The Crime Victim Advocates will make face to face contact with 1,000 victims of violent crimes and provide the necessary referrals for services. The Haven will make 400 face to face contacts for direct immediate crisis service victims of crimes. (Measurable is to make 1,000 contacts and provide 400 social service contacts)

5.1. What type(s) of form(s) or software will be used to store the collected data for this project?

The law enforcement agency uses Central square report management system and the Haven uses Empower DB software to track victims.

5.2. Please attach a copy of the document form and/or printout(s) of databases used to collect and maintain performance data for quarterly program reporting purposes below in this section. If you wish to explain the attachment(s), please provide details below.

N/A

6. How often will the data be collected?

Everyday when a victim files a complaint

**13. SECTIONS:**

7. How does the agency count individual clients and services provided without duplicating the totals provided in the quarterly program reports?

Every victim's report is given an item # which is tracked until completion. If the victim follows up and it goes back to a previous item #. Then a duplicate will not be made BUT if it is a new situation then a new item # will be made.

8. What procedures are used to ensure collected data and statistics are kept current?

Every complaint is tracked by time, date and month of the incident of which a Police Officer does a report of the incident. If a victim wants to do a blind report, then that is kept by the Haven. BUT the evidence for a blind report is stored by the nearest law enforcement agency.

9. Where is the collected data and other project information stored and is this data kept in a separate location as backup? If so, where?

Law Enforcement agencies collect the data by use of MDT which the report goes into Central Square software. The data is stored in a cloud base server which is CJIS compliance. Blind reports are stored in the Haven's Empower DB software which is the only software approved by the State for DV and victim's reports. It also has a cloud base server.

10. Once the data is analyzed, what procedures will be used to determine if this project is a success, a failure, or in need of improvement?

Every quarter, we have meetings to make sure that our victims within our areas are receiving services as well as all goals and objectives are being met. If we notice there is a problem, we make adjustments so we have the greatest success.

11. The applicant agency agrees to submit quarterly program reports, fiscal reports, federal PMT program reports and any other required documents by the designated due dates. The applicant also understands that failure to submit these required reports by the designated due dates will affect the agency's risk rating on grant performance and could prevent eligibility for future funding.

Yes

12. In addition to reporting to the Louisiana Commission on Law Enforcement, name the recipients who will receive the project's results and the schedule of reporting (i.e., quarterly, interim, yearly). For example: If applicable, board of directors, applicant agency (if different from implementing agency), law enforcement planning district/council, Mayor's Office, courts with jurisdiction, etc.

Our reports go before our board of directors which are as follows: One coroner in each parish, one law enforcement person from each agency within the parishes, member from the Haven and Capt Bobbie O'Bryan. In the victim's assistance awareness months, we share our data with our local Governments and councils.

13. Is a client evaluation form and/or sample of a survey-type form your agency uses to allow clients to complete that provides feedback on the services they receive? (*This form could be valuable in determining if the program is meeting their needs.*)

Yes

13.1. If you have not attached the client evaluation form your agency, please explain why.

N/A

14. **OPTIONAL:** Please provide any additional information that would explain how and why your agency documents and collects data and statistics used to properly evaluate the success and/or shortcomings of the delivery of services provided to victims and their families.

**13. SECTIONS:**

**M. LCLE Collaboration/Consultation**

**COLLABORATION/CONSULTATION**

Law enforcement, prosecution, the courts, probation and parole agencies, and community providers must consult with each other.

1. Does this project require the agency to consult or collaborate with other agencies as prescribed by the federal and state requirements?

Yes

1.1. Describe the process used to consult, coordinate, and collaborate with each agency.

Vocal project will focus on giving referral and direct immediate crisis services to victims by using crime victim advocates from three different law enforcement agencies and victim advocates from The Haven. Vocal crime victims advocates will make face to face contact with victims while doing referrals, immediate crisis counseling and services, evaluating, documenting, following up on status of victims cases and accumulating stats.

2. The following support documents are attached. (Must choose one and/or both or N/A)

Cooperative Agreement/Memorandum of Understanding

3. If applicable to this project, the following documents are attached

A response to this question is optional and no answers were selected.

LCLE COLLABORATION/CONSULTATION related attachments:

**File Name:**

- ✂ 7952 MOU.pdf
- ✂ SANE 7970 TPCO Support Letter.pdf
- ✂ 7970 SANE- SCCO Support Letter.pdf
- ✂ CORONERDESIGNATIONHAVEN20.pdf

**File Description:**

- 7952 MOU
- SANE 7970 TPCO Support Letter
- 7970 SANE- SCCO Support Letter
- CORONERDESIGNATIONHAVEN20

**13. SECTIONS:**

**N. VOCA LAVNS & CVR**

**LOUISIANA VICTIM INFORMATION NOTIFICATION EVERYDAY (LA VINE)  
and  
CRIME VICTIMS REPARATIONS (CVR)**

1. Provide the name of the individual responsible for assisting victims in regard to accessing use of the Louisiana Victim Information Notification Everyday (LA VINE) system. Please include contact information, i.e., work phone number, email address, work address, etc.

DET 985-873-6371 tlottinger@tpcg.org , Houma Police Department, 500 Honduras, Houma, LA 70360

2. Does this individual also serve as the agency's Point of Contact (POC) for LA VINE?

Yes

2.1. If not, please provide contact information, i.e., work phone number, email address, work address, etc., of person who is the Point of Contact (POC).

N/A

3. Has this individual received training from LCLE to learn how victims are served by LA VINE?

Yes

3.1. If no, will the agency request an appointment to receive a training from LCLE within 30 days of the award? If not, please contact the LCLE at (225) 342-1894 or visit the LCLE website for the training information at: [http://lcle.la.gov/programs/lavns\\_subgrantee\\_training.asp](http://lcle.la.gov/programs/lavns_subgrantee_training.asp). The LA VINE trainings are free of charge and are scheduled to meet your agency's needs.

A response to this question is optional and no answer was provided.

4.

Does the agency have posters displayed for promoting the LA VINE System and brochures readily available to victims?

If no, please go to the LCLE website to request **free** LA VINE brochures, posters, and other LA VINE supplies at:

[LAVINE Materials Request – LCLE \(te-dev.com\)](#)

Yes

5. Is the individual identified above the same individual responsible for assisting victims in regard to services available through the Crime Victims Reparations (CVR) Program?

Yes

5.1. If not the agency's Point of Contact (POC) for assisting victims with applying for reparations claims through the LCLE CVR Program, please provide the individual's name and contact information. (i.e., work phone, email address, work address, etc.)

N/A

6. Does the agency know who the CVR Claims Investigator is at the Parish Sheriff's Office?

Yes

**13. SECTIONS:**

7. Is the individual responsible for assisting victims apply for CVR assistance familiar with the basic qualification requirements of the Reparations Program, including: a) who may qualify; b) who is not eligible; c) what crimes are covered; d) the application process; e) what expenses are eligible for reimbursement; f) limits on awards; and, g) recoveries from other sources?

Yes

8. Does the agency have posters displayed for promoting CVR and brochures readily available to victims?

If no, please visit LCLE's website at <http://lcle.la.gov/programs/cvr.asp> for ordering brochures, posters, and other supplies for the CVR program.

Yes

**13. SECTIONS:**

**O. LCLE Prior Results**

**PRIOR RESULTS**  
**(For Continuation Projects Only)**

1. Is this a continuation project?

Yes

2. Based on the objectives of the previous application, summarize what were the measurable outcomes? (Refer to the previous project's performance stated in the Program Reports and any other additional information.)

Total Stats will be provided at a later date. Please kick back after acceptance.

3. Did the project work as expected? Please explain why.

Yes. Violent crime in some categories was reduced and other remained the same, but by providing direct counseling services and all other services to victims it has helped to reduce incidents.

4. Were the goals and objectives of the prior project changed with this application?

No

4.1. If Yes, explain what changes will be made in the continuation of this project and why?

N/A

**13. SECTIONS:**

**P. VOCA Demographics**

**DEMOGRAPHICS**

**1. Type of Organization**

Law Enforcement

1.1. Enter UEI (Unique Entity Identifier) number. (Please refer to the "Help" button for clarification.)

WTBJJFPVF5K8

1.2. Enter SAM number.

5THM7

1.3. Enter SAM expiration date.

2-7-2025

**2. Attachments**

2.1. Is verification of SAM registration showing agency as active and current attached?

Yes

2.2. Is the agency's Organization Chart attached?

Yes

VOCA DEMOGRAPHICS related attachments:

**File Name:**

✦ HOUMA POLICE DEPARTMENT HIERARCHY.pdf

✦ EntityInformation\_20240406-090128.pdf

**File Description:**

HOUMA POLICE DEPARTMENT HIERARCHY.pdf

EntityInformation\_20240406-090128.pdf

**13. SECTIONS:**

**Q. LCLE Continuation**

**CONTINUATION**

1. Do you plan to continue this project at the conclusion of federal support?

No

2. Since continued federal funding is limited and not assured, alternate funding sources should be sought. Name the sources and potential sources of continued funding for this project at the conclusion of federal support. Or, explain why this project cannot be supported at the conclusion of federal support.

Lack of local funding.



**13. SECTIONS:**

**R. LCLE Resources**

**RESOURCES**

1. Describe the facilities and additional resources available to this project. **Include the physical facility** where services are provided. If applicable, list other resources available to this project, i.e. equipment, supplies, staff, etc.

Houma Police Department 500 Honduras, Houma, LA, 70360; Assumption Parish Sheriff's Office 112 Franklin Ave, Napoleonville, LA 70390, The Haven 509 Dunn ST Houma, LA 70360. Each agency has staff that will work towards completing the matching funding for the grant, buildings, vehicle for transportation, and supplies for direct service victims.

**13. SECTIONS:**

**S. LCLE Audit Requirements**

**AUDIT REQUIREMENTS**

1. Does your organization/agency expend \$750,000 or more in Federal funds (during the fiscal year of the organization/agency from any and all sources including the amount of this application)?

No

Please provide the following information:

1.1. Date of last audit

6/30/2023

1.1.1. audit period beginning:

1/1/2023

1.1.2. audit period ending:

12/31/2023

1.2. Date of next audit

1/1/2025

1.2.1. audit period beginning:

1/1/2024

1.2.2. audit period ending:

12/31/2024

1.3. Date next audit will be forwarded to LCLE

7/31/2024

## **13. SECTIONS:**

### **T. LCLE Civil Rights**

#### **CIVIL RIGHTS**

Congress links federal financial assistance with federal civil rights laws. Your agency must ensure protections and guarantees of nondiscrimination. This information is required for the agency receiving a grant from the Louisiana Commission on Law Enforcement and Administration of Criminal Justice (LCLE). You may be asked to provide copies of documentation during a site visit or desk audit.

**1. CIVIL RIGHTS CONTACT PERSON** - Identify the designated individual who has lead responsibility in insuring that all applicable civil rights requirements are met.

Bobbie O'Bryan

**1.1. Civil Rights Contact Person's Email**

bobryan@tpcg.org

**1.2. Civil Rights Contact Person's Telephone Number**

985-873-6308

**13. SECTIONS:**

2.

**TRAINING** - The Office for Civil Rights online training can be obtained at:

[Office for Civil Rights — Training for Grantees | Overview | Office of Justice Programs \(ojp.gov\)](#)

NOTE: The Office for Civil Rights currently does not provide a certificate showing that you completed the course. Therefore, you need to download the attached Certificate of Civil Rights Training and be signed in **BLUE** by the Project Director. The completed, signed Certificate can be submitted as follows:

- (a) If the training was completed prior to submitting this application, scan the Certificate and attach.
- (b) If the training will occur after the submission of this application, return the Certificate directly to:

Scan to

[egrants@lcle.la.gov](mailto:egrants@lcle.la.gov)

or

Mail to

Egrants  
Louisiana Commission on Law Enforcement  
PO Box 3133  
Baton Rouge, LA 70821-3133

Yes

**3. NOTICE** - Describe how the agency provides notification that the agency does not discriminate on the basis of race, color, national origin, religion, sex, sexual orientation, disability, and age in the delivery of services and employment practices. Check all boxes that apply. You may be asked to provide copies of written policies or procedures.

**3.1. Program Participants and Beneficiaries (posters, brochures, program materials, etc.)**

- Program Brochures
- Posters
- Verbal Orientation
- Website
- Written Orientation / Program Manual

**13. SECTIONS:**

3.1.1. Describe Other

3.2. Employees (policies, posters, recruitment materials, etc.)

Human Resource Policy

Posters

3.2.1. Describe Other

4. COMPLAINTS - Describe how the agency informs program beneficiaries how to file complaints alleging discrimination. Check all boxes that apply.

Program Handbook

Policies

Website

4.1. Describe Other

5. RESOLUTION - Describe the agency's grievance procedures that incorporate due process standards for prompt and equitable resolution of complaints alleging discrimination in employment practices and delivery of services. Check all boxes that apply.

5.1. Employment

Human Resource Policies

5.1.1. Describe Other

N/A

5.1.2. Describe Procedure

N/A

5.2. Delivery of Services

Program Manual

Agency Policies

5.2.1. Describe Other

N/A

5.2.2. Describe Procedure

N/A

**13. SECTIONS:**

**6. LIMITED ENGLISH PROFICIENCY (LEP)** - Describe steps to provide meaningful access to programs who have LEP.

Consider these factors to determine the appropriate level of *reasonable* steps:

- a. The *number or proportion* of LEP persons served or encountered in the eligible service population.
- b. The *frequency* with which LEP individuals come in contact with the program.
- c. The *nature and importance* of the program, activity, or service provided by the program.
- d. The *resources* available to the recipient.

6.1. Does the four factors analysis warrant LEP services?

Yes

6.1.1. If YES, check all boxes that apply

Bi-lingual staff

Interpreter services contracted as needed.

Formal language classes

Translation of written documents

6.1.2. Describe Other

N/A

**7. RELIGIOUS ACTIVITIES** - Describe whether the agency conducts religious activities as part of programs or services. If so, please address the following and attach written policies or procedures.

7.1. Do you conduct religious activities as part of the program?

No

7.1.1. If YES, please certify:

A response to this question is optional and no answers were selected.

**SUBSTANTIAL FINDINGS OF DISCRIMINATION** - In the event a Federal or State court or Federal or State Administrative Agency (LCLE) makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origina, sex, sexual orientation, disability, or age against a recipient of funds, the recipient will forward a copy of the finding to the Louisiana Commission on Law Enforcement and the Office for Civil Rights, Office of Justice Programs. Submit any adverse findings within the past three (3) years of the project adward date to the Office for Civil Rights.

**8. TECHNICAL ASSISTANCE** - Would you like technical assistance with any of these areas?

No Technical Assistance Is Needed

LCLE CIVIL RIGHTS related attachments:

**File Name:**

✂ Certificate of Civil Rights Training.pdf

**File Description:**

Certificate of Civil Rights Training.pdf

**13. SECTIONS:**

**U. LCLE EEOP**

**EQUAL EMPLOYMENT OPPORTUNITY PROGRAM (EEOP) - NEW FEDERAL UPDATED PROCEDURE**

**PLEASE NOTE:** THE EQUAL EMPLOYMENT OPPORTUNITY (EEO) REPORTING TOOL HAS BEEN UPGRADED TO STREAMLINE THE EEO REPORTING PROCESS. THE UPGRADED SYSTEM WILL ALLOW YOU TO CREATE AN ACCOUNT, THEN PREPARE AND SUBMIT YOUR EEO CERTIFICATION FORM AND IF REQUIRED, CREATE AND SUBMIT AN EEO UTILIZATION REPORT. YOU WILL ALSO BE ABLE TO ACCESS YOUR ORGANIZATIONS' SAVED INFORMATION IN SUBSEQUENT LOGINS. **YOU WILL NO LONGER BE ABLE TO SUBMIT THE OLD EEOP CERTIFICATION FORM.**

<https://www.ojp.gov/program/civil-rights/equal-employment-opportunity-plans>

NOTE: Scan Certification Form that you receive from OJP once new process has been completed and attach to this section of the application.

1. Is the EEOP Certification Form attached?

Yes

LCLE EEOP related attachments:

**File Name:**

✂ EeopVerification\_FY2023\_Sarah LeCompte\_28-JUL-2023 (1).pdf

**File Description:**

EeopVerification\_FY2023\_Sarah LeCompte\_28-JUL-2023 (1).pdf

**13. SECTIONS:**

**V. LCLE FFATA**

**FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPENSATION QUESTIONNAIRE**

*If there are any changes to this questionnaire, you must notify LCLE in writing.*

1. In your business or organization’s previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive

(1) 80 percent or more your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements;

**AND**

(2) \$30,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

If the answer to Question #1 is **NO**, **STOP** you are not required to provide the data requested below.

2. If the answer to Question #1 is **YES**, does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m (a), 78o(d) or section 6104 of the Internal Revenue Code of 1986?

A response to this question is optional and no answer was provided.

3. If the answer to Question #2 is **YES**, provide link to SEC: <http://www.sec.gov/>

4. If the answer to Question #2 is **NO**, please provide the name and amount of the top 5 highly compensated officials of the sub-awardee organization. This will be the same compensation information that appears in sub-awardee’s Central Contractor Registration (CCR) profile, as applicable.

ID	Name	Annual Income
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**13. SECTIONS:****W. LCLE Non Profit****PRIVATE NON-PROFIT AGENCY CHECKLIST**

The following items must be included with submission of this application for direct funding of private non-profit agencies. This information does not have to be submitted to LCLE for governmental applicants proposing to pass through some or all of the funds to a non-profit agency.

*NOTE: When attaching the documents, please label by the Attachment Number and assigned title.  
i.e. ATTACHMENT 1 - Audit Financial Report*

1. Is the authorized agency a non-profit organization?

No

2. ATTACHMENT 1 - Audit Financial Report. The most recent audit financial report which must not be more than one year old.

No

2.1. Has this report been sent to the Louisiana Legislative Auditor's Office If you need assistance, contact [www.la.state.la.us](http://www.la.state.la.us).

No

3. ATTACHMENT 2 – Board of Directors. A list of the Board of Directors members including each member's position.

No

4. ATTACHMENT 3 – LA SOS Certificate. The Louisiana Secretary of State Commercial Division documentation stating that the organization is active and in good standing.

No

5. ATTACHMENT 4 – By-Laws. The organization's by-laws clearly defining the line of authority and responsibility moving between the Board and staff, outlining the hiring practices of the organization, and demonstrating the management and controls maintained by the Board; or for continuation projects, a letter from the Board Secretary certifying that the by-laws previously submitted are still in effect or copies of the latest amendments and changes.

No

6. ATTACHMENT 5 – Certificate of Insurance. A Certificate of Insurance naming the Louisiana Commission on Law Enforcement as an additional insurer.

No

7. ATTACHMENT 6 – Checking Account. A written statement that a checking account for the grant funds will be arranged so that at least two (2) signatures are required for issuance of checks and a list of those individuals who have such authority.

No

8. ATTACHMENT 7 – 501(c)(3). A current letter from the Internal Revenue Service stating the organization qualifies as a non-profit organization.

No

**13. SECTIONS:**

**X. VOCA Certified Assurances\_Revised January 2023**

U.S. Department of Justice

Office of Justice Programs

Office for Victims of Crime (VOCA)

Crime Victims Assistance Formula Grant Program

Louisiana Commission on Law Enforcement

Certified Assurances

Revised 1/9/2024

**1.**

**Abbreviations:**

C.F.R.:	Code of Federal Regulations	OMB:	Office of Management and Budget
EEOP:	Equal Employment Opportunity Plans	OVC:	Office for Victims of Crime
FAPIIS:	Federal Designated Integrity and Performance System	OVW:	Office on Violence Against Women
FFATA:	Federal Funding Accountability Transparency Act	PL:	Public Law
GPRA:	Government Performance and Results Act	RS:	Louisiana Revised Statute
LCLE:	Louisiana Commission on Law Enforcement	SAA:	State Administering Agency
OCFO:	Office of Chief Financial Officer	SAM:	System for Award Management
OCR:	Office for Civil Rights	U.S.C.:	United States Code
OIG:	Office of the Inspector General	USDOJ:	United States Department of Justice
OJP:	Office of Justice Programs	VOCA:	Victims of Crime Act

**1. All Subgrants Must Have Specific Federal Authorization**

## **13. SECTIONS:**

The applicant must comply with all applicable requirements for authorization of any subgrant award. This condition applies to agreements that – for purposes of federal grants administrative requirements – OJP considers a “subaward” (and therefore does not consider a procurement “contract”).

The details of the requirement for authorization of any subgrant award are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subgrant awards must have specific federal authorization), and are incorporated by reference here.

### **2. Applicability of Part 200 Uniform Requirements**

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from the Office of Justice Programs (OJP).

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subgrantees, see the Office of Justice Programs (OJP) website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

### **3. Application Correction Period**

Once the Commission has approved a jurisdiction's application and the jurisdiction fails to comply with the application requirements within 45 days of the Commission approval date, LCLE reserves the right to reject the application.

Failure to comply with application requirements will cause the jurisdiction to be designated "high risk". High risk jurisdictions will be subject to additional requirements established by LCLE.

### **4. Association of Community Organizations for Reform Now (ACORN)**

The applicant understands and agrees that the agency cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

### **5. Audit Contracts**

The applicant understands and agrees that every contract, agreement or understanding to make a study or prepare a report on behalf of a state agency official, by a private firm, consultant or individual who receives compensation thereof from state, federal, local or other public funds from whatever source, shall contain or be deemed to contain an authorization for the legislative auditor to audit the records of such firm, consultant or individual pertaining to such study or report in accordance with LA RS 24:513.

### **6. Audit Requirements**

The applicant agrees to comply with the organizational audit requirements of 2 CFR 200: Uniform Guidance – Uniform Administrative Requirements, Cost Principles, and Audit Requirements – Subpart F Audit Requirements, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) (and any other audits of OJP grants funds) are not satisfactorily and promptly addressed, as further described in the current edition of the DOJ Grants Financial Guide.

If you have expended \$750,000 or more during the non-Federal entity's fiscal year in Federal awards, you must have a single or program specific audit conducted in that year in accordance with provisions of this part.

If an audit discloses findings or recommendations, then a corrective action plan must be submitted along with the audit report and it must include the name(s) of the contact person(s) responsible for corrective action, the corrective action planned, and the anticipated completion date. If the auditee does not agree with the audit findings or believes corrective action is

**13. SECTIONS:**

not required, then the corrective action plan must include an explanation and specific reasons. LCLE also requires a timetable for performance and/or implementation dates for each recommendation and a description of monitoring to be conducted to ensure implementation.

Agencies receiving these funds may be subject to LA R.S. 24:513, which requires the submission of financial statements to the Louisiana Legislative Auditor (LLA). To determine the level of engagement and reports required please contact your accounting professional and/or the office of the LLA ([www.la.la.gov](http://www.la.la.gov))

A copy of the reports/statements/letters submitted as part of the reporting package must be forwarded to the LCLE to [auditor@lcle.la.gov](mailto:auditor@lcle.la.gov) no later than six (6) months after the agency's fiscal year end. Agencies who fail to submit timely audit reports to LCLE are subject to funds being withheld until this requirement is met.

**7. Compliance with 41 U.S.C. 4712 (Including Prohibitions on Reprisal; Notice to Employees)**

The applicant must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

**8. Compliance with Applicable Rules Regarding Approval, Planning, and Reporting of Conferences, Meetings, Trainings, and Other Events**

The applicant must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

**9. Compliance with DOJ Grants Financial Guide**

The applicant agrees to comply with the Department of Justice (DOJ) Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide"), available at [DOJ Grants Financial Guide \(justice.gov\)](http://www.justice.gov) including any updated version that may be posted during the period of performance.

**10. Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 38**

The applicant must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to applicant organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to applicants that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.eC.F.R.gov/cgi-bin/EC.F.R.?page=browse>), by browsing to Title 28–Judicial Administration, Chapter I, Part 38, under e-C.F.R. "current" data.

**11. Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 42**

The applicant must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

**12. Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination - 28 C.F.R. Part 54**

The applicant must comply with all applicable requirements of 28 C.F.R. Part 54, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relates to nondiscrimination on the basis of sex in certain "education programs".

**13. SECTIONS:****13. Compliance with General Appropriations–Law Restrictions on the use of Federal Funds (FY 2022)**

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

**14. Compliance with Policy**

The applicant certifies that this application shall be subject to the policies and regulations established by the Office of Justice Programs (OJP), the Office for Victims of Crime (OVC), the Louisiana Commission on Law Enforcement (LCLE), and the Victim Services Advisory Board. The applicant assures compliance with the applicable guidelines, provisions, policies and requirements authorized by the Victim of Crime Act of 1984, section 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20110(e), the Victims of Crime Act Victim Assistance Program Final Rule (28 C.F.R. Part 94) (and the applicable program guidelines and regulations), as required and 2 C.F.R. 200: Uniform Guidance – Uniform Administrative Requirements, Cost Principles, and Audit Requirements.

**15. Compliance with Other Statutory Requirements**

The applicant certifies that it will comply with all lawful requirements imposed by the awarding Federal agency, specifically including any applicable regulations such as 28 C.F.R. Part 18 – Office of Justice Programs Hearing and Appeal Procedures; 28 C.F.R. Part 22 Confidentiality of Identifiable Research and Statistical Information; 28 C.F.R. Part 23 Criminal Intelligence Systems Operating Policies; 28 C.F.R. Part 30 Intergovernmental Review of Department of Justice Programs and Activities; 28 C.F.R. Part 35 Nondiscrimination on the Basis of Disabilities in State and Local Government Services; 28 C.F.R. Part 42 Non Discrimination; Equal Employment Opportunity; Policies and Procedures; 28 C.F.R. Part 61 Procedures for Implementing the National Environmental Policy Act; 28 C.F.R. Part 63 Flood Plan Management and Wetland Protection Procedures, and the Award Term for Trafficking Persons in 2 C.F.R. § 175.15(b).

**16. Complying with the Safe Streets Act**

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpart E); and, (2) submitting to the OCR findings of discrimination (see 28 C.F.R. § 42.204(c), .205(c)(5)).

**17. Computer Network**

The applicant understands and agrees that:

- (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography;
- (b) Nothing in subsection; and
- (c) Limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

**18. Confidentiality Requirements**

The applicant agrees to comply with all confidentiality requirements of 42 U.S.C. Section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Applicant further agrees, as a condition of subgrant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, Section 22.23.

**19. Crime Reporting**

**13. SECTIONS:**

The law enforcement applicant agrees to begin or continue participating in the Uniform Crime Reporting (UCR) Program or the Louisiana Incident Based Reporting System (LIBRS) Programs of LCLE.

**20. Crime Victims Reparations Program**

The applicant certifies that it will be responsible for providing assistance to victims in regard to services available through the Crime Victims Reparations Program as appropriate.

**21. Criminal Records System/Data Reports**

The law enforcement applicant agrees to submit all required data to the state LIBRS/UCR Program in accordance with the requirements of the applicable program and to submit all required arrest fingerprinting cards and related data to the Bureau of Criminal Identification in the time and manner specified by the Bureau.

**22. Demographic Data**

The applicant assures that they will collect and maintain information on race, sex, national origin, age and disability of victims receiving assistance, where such information is voluntarily furnished by the victim.

**23. Determination of Suitability to Interact with Participating Minors**

SCOPE. This condition applies to this subaward, at any tier, that a purpose of some or all of the activities to be carried out under the award by the subrecipient at any tier is to benefit a set of individuals under 18 years of age.

The subrecipient must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

**24. Drug-Free Workplace**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 C.F.R Part 67, Subpart F, for subgrantees, as defined at 28 C.F.R. Part 67 Sections 67.615 and 67.620 –

a. The applicant certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an on-going drug-free awareness program to inform employees about: (a) The dangers of drug abuse in the workplace; (b) The applicant's policy of maintaining a drug-free workplace; (c) Any available drug counseling, rehabilitation, and employee assistance programs; and (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the subgrant be given a copy of the statement required by paragraph (A)(1);
4. Notifying the employee in the statement required by paragraph (A)(1) that, as a condition of employment under the subgrant, the employee will: (a) Abide by the terms of the statement; and (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the LCLE, in writing, within ten calendar days after receiving notice under subparagraph (4)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to: Louisiana Commission on Law Enforcement, PO Box 3133, Baton Rouge, LA 70821-3133. Notice shall include the identification number(s) of each affected subgrant;
6. Taking one of the following actions, within thirty calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted: (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6).

**13. SECTIONS:****25. Dual Compensation**

The applicant assures that no contractor will receive dual compensation from his regular employer and the applicant for work performed during a single period of time and that adequate documentation will be maintained to verify such.

**26. EEOP Requirements**

If your organization has less than fifty employees, receives an award of less than \$25,000, or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit an online Certification Form to the Office for Civil Rights (OCR) through the EEO Reporter Tool, which is available online at <https://ojp.gov/about/ocr/eeop.htm>.

If your organization is a government agency or private business, has received an award of \$25,000 or more and has fifty or more employees, then it has to prepare and submit an Equal Employment Opportunity Plan (EEOP) and a completed Certification Form electronically to the Office for Civil Rights (OCR) through the EEO Reporter Tool available online at <https://ojp.gov/about/ocr/eeop.htm>.

**27. Effect of Failure to Address Audit Issues**

The applicant understands and agrees that LCLE may withhold award funds, or may impose other related requirements, if the applicant does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

**28. Eligibility for Funding**

The applicant certifies it has the legal authority to apply for federal or state assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

**29. Employment Eligibility Verification for Hiring Under the Award**

1. The recipient (and any subrecipient at any tier) must--

1. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).
2. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--
  1. this award requirement for verification of employment eligibility, and
  2. the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
3. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
4. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.
  1. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.
  2. Allowable costs.

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

1. Rules of construction

1. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient)

**13. SECTIONS:**

officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

1. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify ([www.e-verify.gov](http://www.e-verify.gov)), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

1. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.
2. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.
3. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). E-Verify employer agents can email E-Verify at [E-VerifyEmployerAgent@dhs.gov](mailto:E-VerifyEmployerAgent@dhs.gov).

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

30. **Encouragement of Policies to Ban Text Messaging while Driving**

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), applicants agree to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

31. **Enforcing Civil Rights Laws**

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

32. **Ensuring Access to Federally Assisted Programs**

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

President Obama signed the Violence Against Women Reauthorization Act of 2013 in March 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <https://ojp.gov/about/ocr/vawafaqs.htm>.

33. **Equipment Inventory Control**

The applicant certifies that any equipment purchased through the subgrant will be tagged, put in an inventory control system, and identified or distinguished as OJP purchased equipment. When equipment is willfully or negligently lost, stolen, damaged, or destroyed, the applicant is responsible for replacing or repairing the equipment. Stolen equipment must be reported to local police, and all resulting reports must be submitted to LCLE.



**13. SECTIONS:****34. Equipment and Other Capital Expenditures**

The applicant certifies that:

1. No other equipment owned by the applicant is available for the project;
2. Subgrant funds will not be used to provide reimbursement for the purchase price or equipment already owned by the applicant except through permissible depreciation or use allowance actually charged to the applicant;
3. If equipment is for purposes other than this project, the appropriate proration of costs to each activity involved will be affected;
4. The amount of Federal funds applicable to the purchase or rent of equipment shall be reduced by any amount received or credited toward the trade-in or sale of older existing equipment which is being replaced as a result of this subgrant;
5. Funds provided by this subgrant will not be used to replace items of equipment purchased with LCLE subgrant funds; and
6. Inventory Report must be updated through Egrants to include items billed in each fiscal report.

**35. Equipment Purchase Threshold**

In order to classify the purchase as an "Equipment" item, the cost must be at least \$1,000 and have a useful life of 1 year or more. Items that fall below this threshold will be considered "Supplies"

**36. Federal Funding Accountability and Transparency Act of 2006 (FFATA)**

The applicant agrees to comply with applicable requirements \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the applicant agency. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP website at <https://ojp.gov/funding/Explore/FFATA.htm>. (Award Condition: Reporting applicant and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to –

1. An award of less than \$25,000, or
2. An award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

**37. Financial/Administrative Requirements**

The applicant agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide and 2 C.F.R. 200: Uniform Guidance – Uniform Administrative Requirements, Cost Principles, and Audit Requirements. Note: See Compliance with Policy above.

**38. Fiscal Regulations**

The applicant certifies and agrees that fiscal administration of subgrants shall be subject to such further rules, regulations, and policies concerning accounting and records, payment of funds, cost allowance, submittal of financial reports, and any other applicable required documentation which may be prescribed by the organizations and/or publications listed within these Certified Assurances.

**39. Flood Disaster Protections Act of 1973**

The applicant certifies that flood insurance will be purchased in communities where such insurance is available as a condition for the construction or acquisition purpose for use. {Flood Disaster Protection Section 102(a) of the Flood Disaster Protection Act of 1973 (PL 93-234, 87 Stat. 975, approved December 31, 1976)}.

**40. Forensic Medical Exams**

The applicant assures that grant funds will not be used to pay for the cost of the forensic medical examination or any additional procedure for victims of sexual assault. No State, Indian

**13. SECTIONS:**

tribal government, or territorial government may require a victim of sexual assault to participate in the criminal justice system or cooperate with law enforcement in order to be provided with a forensic medical exam, or to be reimbursed for charges incurred on account of such an exam.

**41. Future Support**

The applicant understands that the awarding of future funding is contingent upon the availability of future federal appropriations, and the previous projects' evidence-based performances and risk assessments.

**42. Hatch Act**

The applicant, if a governmental entity, assures it will comply with requirements of 5 U.S.C. § 1501-8 and § 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

**43. High-Risk Issues and Requirements**

The applicant agrees to comply with any additional requirements that may be imposed by LCLE during the period of performance for this award, if the applicant is designated as "high-risk" for purposes of the LCLE 403-risk subgrant agency list.

**44. Immigration and Naturalization Services Employment Eligibility Verification**

The applicant agrees to comply with, and keep on file as appropriate, the Immigration and Naturalization Service's Employment Eligibility Verification form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States.

**45. Indirect Cost Rate**

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

**46. Louisiana Victim Information Notification Everyday (LA VINE) System**

The applicant certifies that it will be responsible for providing assistance to victims in regard to accessing and using the Louisiana Victim Information Notification Everyday (LAVNS) System as appropriate. Website address is: <https://vinelink.vineapps.com/search/LA>

**47. Mandatory Reporting**

The applicant assures compliance with the provisions of Article 609 of the Louisiana Children's Code, which, in part, states that all suspected or known instances of child abuse and/or neglect shall be reported. Reports can be made to the Office of Community Services (OCS), the Child Abuse Hot Line, or local law enforcement.

**48. Match**

The applicant certifies that the required match is available and dedicated to this project and is not derived from other Federal funds. The applicant assures that funds required to pay the non-federal portion (cash match) of the cost of each project for which a subgrant is made shall be in addition to funds that would otherwise be made available for efforts by the applicant of the grant funds. Applicant must maintain records which clearly show the source, the amount, and the timing of all matching contribution.

**49. Meeting the Requirement to Submit Findings of Discrimination**

If in the three years prior to the date of the subgrant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

**50. Modifications**

The applicant certifies that all major project changes must have prior written approval from LCLE to include:

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- a) Changes of scope in project activities, designs, or research plans set forth in the approved application;
- b) Changes in the project director or key professional personnel identified in the approved application;
- c) Changes in the subgrant period; and
- d) Changes in the approved budget.

Final requests for changes or extensions of the subgrant must be made submitted through a program modification at least thirty (30) days of prior to the subgrant expiration date. The modification must be both submitted in Egrants and received by LCLE by this deadline. Expenditure of funds in excess of the submitted total cost estimated for any major budget category will be permitted only with LCLE's written approval. This will involve only those increases of more than ten percent (10%) of the total category cost estimate.

**51. National Historic Preservation**

The applicant will comply with the Federal regulations regarding any minor renovations or remodeling of a property or structure fifty years or older: Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

**52. New Program Resources**

The applicant, if it is a new program that has not yet demonstrated a record of providing services, certifies that at least twenty-five percent (25%) of its financial support is from non-federal sources.

**53. Non-Discrimination**

No applicant assures that it, and all its contractors, will comply with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 34 U.S.C. § 10228(c); the Victims of Crime Act (VOCA) of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act (JJDP) of 1974, as amended, 34 U.S.C. § 11182(b); the Violence Against Women Act (VAWA) of 1994, as amended, 34 U.S.C. § 12291(b)(13); Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794; Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132; Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681; the Age Discrimination Act of 1975, 42 U.S.C. § 6102; Department of Justice Non-Discrimination Regulation at 28 C.F.R. Part 42, Subparts C, D, G, and I; 28 C.F.R. Part 35; and 28 C.F.R. Part 54.

**54. Non-Profit Organizations**

The applicant agrees to make their financial statements available online (either on the applicant's, LCLE's, or another publicly available website). OVC will consider applicant's organization that have Federal 501(c)(3) tax status as in compliance with this requirement, with no further action needed, to the extent that such organization files IRS Form 990 or similar tax document (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements. The applicant certifies their non-profit status. The applicant may certify their non-profit status by submitting a statement to the LCLE (to be placed in the grant file) affirmatively asserting that the applicant is a non-profit organization, and indicating that it has file, and available upon audit, either:

1. A copy of the applicant's 501(c)(3) designation letter;
2. A letter from the applicant's state taxing body or state attorney general stating that the applicant is a non-profit organization operating within the state; and
3. A copy of the applicant's certificate of incorporation that substantiates its non-profit status.

The applicant that is a local non-profit affiliate of a state or national non-profits should have proof of (1), (2), or (3), and a statement by the state or national non-profits should have proof of (1), (2), or (3), and a statement by the state or national parent organization that the applicant is a local non-profit affiliate. The nonprofit organization applicant agrees to maintain its nonprofit status in "Active and Good Standing" with the Louisiana Secretary of State's Commercial Division for the duration of the project period. The applicant agrees to submit a copy to LCLE a Certificate of Insurance naming LCLE as an additional insurer.

**55. Obligation of Subgrant Funds**

The applicant certifies that subgrant funds may not be obligated prior to the effective date of the subgrant period. Obligations outstanding as of the project end date shall be liquidated

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within 60 days. Such obligations must be related to goods or services provided and utilized within the grant period. No additional obligations can be incurred after the end of the grant. Exception – if your current project period has an end date matching the federal end date, the liquidation period is reduced to 15 days.

**56. OJP Training Guiding Principles**

Any training or training materials that the applicant, develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at: <https://ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.htm>

**57. Partnerships with Faith-Based and Other Neighborhood Organizations**

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires LCLE to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits LCLE from making awards or grant administration decisions on the basis of an organizations' religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund explicitly religious activities. While faith-based organizations can engage in non-funded explicitly religious activities, they must hold them separately from the program funded by the DOJ, and applicants cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR website at <https://ojp.gov/about/ocr/partnerships.htm>.

LCLE, faith-based, and other neighborhood organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. § 10228(c); the Victims of Crime Act (VOCA) of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act (JJDP) of 1974, as amended, 34 U.S.C. § 11182(b); and the Violence Against Women Act (VAWA) of 1994, as amended, 34 U.S.C. § 12291(b)(13). Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids applicants from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

**58. Patents**

The applicant assures that if any subgrant produces patents, patent rights, processes or inventions, a report will be made to LCLE from which a determination will be made as to whether protection of such invention or discovery is necessary in accordance with President's Memorandum of August 23, 1971 (36 P.R. 16889).

**59. Peace Officers**

The applicant certifies that all peace officers hired for, or assigned work associated with their subgrant, while in an official capacity, will be POST certified or have been "grandfathered" in, as appropriate.

**60. Performance Reports on the OVC Performance Metrics System**

The applicant agrees to submit quarterly performance reports on the performance metrics identified by OVC, and in the manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction.

**61. Personnel**

The applicant certifies that specific detailed time, attendance records, and overtime, will be maintained on all grant personnel. Salaries and wages of employees chargeable to more than one grant program must be supported by appropriate time distribution records, which show equitable distribution of time and effort.

**62. Personnel – Activities**

The applicant certifies that it will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

**63. Personnel – Background Checks and Fingerprinting**

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The applicant certifies that appropriate screenings will be conducted as well as background checks and finger printing, for grant personnel who have contact with or access to juveniles associated with the subgrant in accordance with the most current Louisiana Child Protection Act.

**64. Personnel – Overtime**

The applicant assures that executives, such as President or Executive Director of an organization, will not be reimbursed for overtime or compensatory time under the grant or a respective cooperative agreement. The applicant certifies that all personnel must work hours which does not conflict or overlap with the regular works hours of the employee. Payment will be on overtime, hourly basis at a rate not to exceed 1 and ½ times the employee's regular, hourly rate of pay.

**65. Personnel – Off Duty**

The applicant assures that off-duty personnel who work on this project must work hours which do not conflict with their regular job work hours.

**66. Press Releases**

The applicant certifies that any statements or press releases describing projects, activities, or results shall name LCLE as the agency responsible for making federal funds available for such activity.

**67. Procurement: Competitive Contract Services and Equipment Purchases**

The applicant certifies that procurement of contract services and equipment shall be on a competitive basis in accordance with applicable federal, state, or local procurement regulations, and consistent with policies established by LCLE. Non-competitive procurement (sole source) must receive prior approval from LCLE. Contractors that develop or draft specifications, requirements, statements of work, and/or Request for Proposals (RFPs) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. An exemption to this regulation requires the prior approval of LCLE and is only given in unusual circumstances, such as when a non-profit organization is acting as the agent of the state or local unit of government. Any request for exemption must be submitted in writing to LCLE.

Any state agency or agency of a political subdivision of the state using appropriated federal funds must comply with Section 6002 of RCRA. Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency (EPA).

**68. Procurement: Domestic Preference**

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**69. Procurement: Unreasonable Restrictions on Competition**

Unreasonable restrictions on competition under the award; association with federal government SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any applicant at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

- I. No discrimination, in procurement transactions, against associates of the federal government Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[d] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a

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manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no applicant at any tier may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring: The recipient's monitoring responsibilities include monitoring of applicant compliance with this condition.
3. Allowable Costs: To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.
4. Rules of Construction:
  1. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or - applicant (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
  2. Nothing in this condition shall be understood to authorize or require any recipient, any applicant at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

**70. Program Income**

The applicant certifies that all gross income (revenues) earned, as a direct result of grant-funded activity (fees charged for services, sale of publications, registration fees, asset forfeitures, and/or any other activities that generate program income), constitutes program income (in whole or in part), and that program income must be determined, used, and documented in accordance with the provisions of 2 C.F.R. 200.307, including as applied in the current DOJ Grants Financial Guide. The applicant further understands and agrees that both program income earned during the grant period and expenditures of such program income must be reported on the quarterly and final Fiscal Reports and are subject to audit.

The applicant understands and agrees that program income earned during the grant period may be expended only for permissible uses of funds specifically defined in the solicitation of the Federal program. Program income earned may not be used to supplant local government funds but instead may be used only to increase the amount of funds that would, in absence of Federal or program income, be available from the local government sources for the permissible uses of funds listed in the Funding Announcement solicitation. The applicant understands and agrees that program income that is earned during the final forty-five (45) days of the grant period may, if appropriate, be obligated (as well as expended) for permissible uses during the 45-day period following the end of the grant period.

The applicant further understands and agrees that any program income that is not obligated and expended within forty-five (45) days of the end of the award period must be returned to LCLE. Program income must be reported on the Fiscal Report.

**71. Providing Services to Limited English Proficiency (LEP) Individuals**

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that applicants have in providing language services to LEP individuals, please see the website <https://www.lep.gov>.

**72. Public Availability of Information**

The applicant agrees to comply with all applicable federal and state regulations and policies relating to the public availability of identifiable records or other documents that are pertinent to the receipt and expenditure of subgrant funds.

**73. Publication**

Applicants are encouraged to make the results and accomplishments of their activities available to the public. The applicant assures that where activities supported in whole, or in part, by this subgrant produce books, manuals, films, videos, plans or other publications, the applicant will comply with guidelines listed in the current OJP Financial Guide as follows:

1. Inclusion of the statement, "*The opinions, findings, and conclusions or recommendations expressed in this book, manual, film, video, plan, publication, program, and/or*

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*exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice or LCLE.”;*

2. An acknowledgment of support shall be made through use of the following, or comparable, footnote: "This project was supported by Subgrant Number \_\_\_\_\_ awarded by the Louisiana Commission on Law Enforcement through the Office for Victims of Crime, Office of Justice Programs.”; and
3. Submittal of a copy of any book, manual, film, video, plan, publication, and/or computer software to LCLE, as well as a publication and distribution plan prior to publishing or distributing any of the aforementioned items developed under this subgrant.

**74. Recording and Documentation of Receipts and Expenditures**

The applicant certifies that it will give LCLE and/or the General Accounting Office (GAO), through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance. The applicant certifies that accounting procedures will provide for accurate and timely recording of receipt of funds to include the source, expenditures made from such funds, and the unexpended balance. Controls must be established which are adequate to ensure that expenditures charged to project activities are for allowable purposes and that documentation is readily available to verify that such charges are accurate.

**75. Record Retention and Access**

The applicant certifies that all required records pertinent to the award must be retained – typically for a period of three (3) years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies – and to which to applicant must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

**76. Relocation Assistance**

The applicant, if a governmental entity, assures that it will comply with requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

**77. Rent**

The applicant certifies that:

1. When rental charge is requested, the charge is consistent with the prevailing rate in the local area and documentation is maintained on file to support such a determination;
2. The cost of space procured for program usage may not be charged to the program for periods of non-occupancy, without authorization from LCLE;
3. Rental cost of space cannot be paid if the building is owned by the applicant or if the applicant has a substantial financial interest in the property;
4. Depreciation or use allowance on idle or excess facilities is NOT ALLOWABLE, except when specifically authorized by LCLE; and
5. Cost of utilities, insurance, security, janitorial services, elevator service, upkeep of grounds, normal repairs and alterations, and the like are allowable to the extent they are not otherwise included in rental or other charges for space.
6. A copy of the current rental or lease agreement must be submitted to LCLE at time of application when rental or lease charges are requested in the application.

**78. Reporting Potential Fraud, Waste, and Abuse, and Similar Conduct (False Claims Act)**

The applicant must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award –

1. Submitted a claim that violates the False Claims Act; or
2. Committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by—

1. Mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or
2. The DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

**13. SECTIONS:****79. Reporting Requirements**

The applicant assures that it shall submit, at such times and in such form as may be prescribed, such reports as LCLE may require, including quarterly and final fiscal reports, quarterly and final program reports, quarterly program income reports, and annual performance reports. Quarterly Program Reports and Fiscal Reports are due within 15 days of the close of the reporting period. Fiscal Reports are due quarterly; however, applicants who need to report more frequently may submit Fiscal Reports on an interim, "monthly" basis.

**80. Requirement for Data on Performance and Effectiveness under the Award**

The applicant must collect and maintain data that measure the performance and effectiveness of activities under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

**81. Requirements Pertaining to Prohibited Conduct Related to Trafficking in Persons (Including Reporting Requirements and OJP Authority to Terminate Award)**

The applicant must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of applicants or individuals defined (for purposes of this condition) as "employees" of any applicant agency. The details of the applicant's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>. (Award condition: Prohibited conduct by applicants related to trafficking in persons (including reporting requirements and LCLE authority to terminate award), and are incorporated by reference here.)

**82. Requirements Related to System for Award Management and Universal Identifier Requirements**

The applicant must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/SAM/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM. The applicant also must comply with applicable restrictions on details of the applicant's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm>. (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

**83. Requirement to Report Actual or Imminent Breach of Personally Identifiable Information (PII)**

The applicant must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it—

1. Creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 C.F.R. 200.79) within the scope of an OJP grant-funded program or activity, or
2. Uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to the LCLE Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

**84. Requirement to Report Potentially Duplicative Funding**

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

**85. Restrictions on Lobbying**

In general, as matter of federal law, federal funds awarded by LCLE may not be used by the applicant, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specially authorizes certain activities that otherwise would be barred by law.)



**13. SECTIONS:**

Another federal law generally prohibits federal funds awarded by OJP from being used by the applicant, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any questions arise as to whether a particular use of federal funds by an applicant would or might fall within the scope of these prohibitions, the recipient is to contact LCLE for guidance, and may not proceed without the express prior written approval of LCLE.

**86. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters**

No applicant under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the applicant –

1. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
2. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

1. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both–

1. it represents that—

1. it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
2. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
2. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

**87. Right to Examine All Records, Books, Paper or Documents Related to the VOCA Subgrant**

The applicant must authorize the LCLE, the Office for Victims of Crime (OVC), and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper, or documents related to the VOCA grant.

**88. Seatbelts**

The applicant assures that it will adopt and enforce a seatbelt policy for employees who operate any vehicle (company-owned, rented, or personally owned) while on the job. Such policy will require that, if available, safety restraints shall be used by the driver and passengers of vehicles.

**89. Software Development**

The applicant certifies that any computer software developed under this grant shall be placed in the public domain and made available to OJP, OJP Grantees, and LCLE for transfer to

### **13. SECTIONS:**

authorized users in the criminal justice system without cost other than that directly associated with the transfer. Systems will be documented in sufficient detail to enable a competent data processing staff to adapt the system, or portions thereof, to usage on a computer of similar size and configuration of any manufacturer.

#### **90. Special Conditions**

The applicant certifies that it will abide by and incorporate any additional special conditions and requirements placed on the applicant agency as a result of a subgrant award or subgrant adjustment. The applicant certifies that it understands that failure to comply with the Certified Assurances and Special Conditions could result in suspension or termination of the funds and any future funding as in accordance with 2 C.F.R. 200:207 Specific Conditions and 2 C.F.R. 200:338 – 200:342 Remedies for Noncompliance.

#### **91. Specific Post-Award Approval Required to use a Noncompetitive Approach in any Procurement Contract that would exceed \$250,000**

The applicant must comply with all applicable requirements to obtain specific advance approval from the LCLE to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that – for purposes of federal grants administrative requirements – OJP considers a procurement “contract” (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>. (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

#### **92. Supplanting**

The applicant assures that federal must be used supplement, enhance, or expand existing services program activities and must not replace those funds that have been appropriated for the same purpose. The applicant may not use federal grant funds to defray any costs that the applicant already is obligated to pay. The possibility of supplanting will be the subject of careful application review, possible pre-award review, post-award monitoring, and audit of any finding.

#### **93. Support of Laws**

The applicant understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.

#### **94. Termination of Funding**

The applicant understands that the subgrant may be terminated, or fund payments discontinued by LCLE, if a substantial failure to comply with the provisions of the regulations and policies within these Certified Assurances becomes known, or a failure to comply with the Award Letter is discovered. The applicant certifies that it understands that failure to comply with the Certified Assurances and Special Conditions could result in suspension or termination of the funds and any future funding as in accordance with 2 C.F.R. 200:207 Specific Conditions and 2 C.F.R. 200:338 – 200:342 Remedies for Noncompliance.

#### **95. Third-Party Participants**

The applicant certifies that no contract or agreement may be entered into by the applicant for execution of project activities or provision of services to a subgrant project (other than purchase of supplies or standard commercial or maintenance services) which is not incorporated into the approved proposal, or approved in advance by LCLE. Any such arrangement shall provide that the applicant will retain ultimate control and responsibility of the subgrant project and that the contractor shall be bound by applicable subgrant conditions and any other requirements applicable to the applicant in the conduct of the project.

#### **96. Travel**

The applicant certifies that all travel will be in accordance with the current State Travel Regulations unless stricter regulations apply. See website: <https://www.doa.la.gov/oa/ost/ppm-49-travel-guide/>

#### **97. Use of Federal Funds**

The applicant certifies that grant funds may be used only for the purposes in the approved application and it shall not undertake any work or activities that are not described in this

**13. SECTIONS:**

application, and that use staff, equipment, or other goods or services paid for with OVC grant funds, without prior written approval from the VOCA Program Manager and OVC.

**98. Unallowable Costs**

The applicant certifies that subgrant funds will not be expended for:

1. Items not part of the approved budget or separately approved by LCLE;
2. The purchase of land, construction of buildings, or payment of real estate mortgages or taxes, unless specifically provided for in the subgrant agreement;
3. Entertainment, amusements, or social activities, and incidental costs related thereto;
4. Bonuses or commissions;
5. Purchase of automobiles or other automotive vehicles unless approved by the federal oversight agency;
6. Political purposes or activities;
7. Compensation for travel, salary payments, consulting fees, or other remuneration of full-time federal employee;
8. Military-type equipment;
9. Direct or indirect use of funds at federal, state, or local levels relating to lobbying activities; and
10. Dues to organizations or federations.

**99. Unique Entity Identifier (UEI) and System for Award Management (SAM)**

The applicant agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The applicant also agrees to comply with applicable restrictions on awards to first-tier subrecipients that do not acquire and provide a Unique Entity Identifier (UEI) number. The details of applicant obligations are posted on the Office of Justice Programs website at <http://www.ojp.gov/funding/explore/sam> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and re incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name.) All applicants must have a Unique Entity Identifier (UEI) and a current System for Award Management (SAM) number. Agencies currently active in sam.gov have already been assigned a UEI number. Information can be obtained at [www.sam.gov](http://www.sam.gov).

**100. Using Arrest and Conviction Records in Making Employment Decisions**

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under the Title VII of the Civil Rights Act of 1964 (June 2013), available at:

[https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/useofconviction\\_advisory.pdf](https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/useofconviction_advisory.pdf).

Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEO).

**101. Utilization and Payment of Funds**

The applicant assures that awarded funds are to be expended only for purposes and activities covered in the applicant approved project plan and budget. Payments will be made on the basis of periodic requests or estimates of fund needs submitted by the applicant. Payments will be adjusted to correct previous overpayments, underpayment, or disallowances resulting from audit.

**102. VOCA Requirements**

The applicant assures that it will comply with the conditions of the Victims of Crime Act (VOCA) of 1984, sections 1404(a)(2), and 1404(b)(1) and (2), 34 U.S.C. 20103(a)(2) and (b) (1) and (2) (and the applicable program guidelines and regulations), as required. Specifically, the applicant certifies that funds under this award will:

1. Not be used to supplant State and local public funds that would otherwise be available for crime victim assistance, 34 U.S.C. 20103(a)(2); and

**13. SECTIONS:**

2. Be allocated in accordance with program guidelines or regulations implementing 34 U.S.C. 20103(a)(2)(A) and 34 U.S.C. 20103(a)(2)(B) to, at a minimum, assist victims in the following categories: sexual assault, child abuse, domestic violence, and underserved victims of violent crimes as identified by the State.

103. **Volunteers**

The applicant certifies that it will incorporate the use of volunteers in its project. Volunteer services must be documented and, to the extent feasible, supported by the same methods used by the applicant for its employees.

104. **Website**

The applicant agrees that any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based services, including any pages that provide results or outputs from the service: "The Web site is funded [insert "in part", if applicable] through a grant from the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

**CRIMINAL PENALTIES**1. **42 U.S.C. Section 3795 Misuse of Federal Assistance.**

Whoever embezzles, willfully misapplies, steals, or obtains by fraud or endeavors to embezzle, willfully misapply, steal, or obtain by fraud any funds, assets, or property which are the subject a grant or contract or other form of assistance pursuant to this chapter, whether received directly or indirectly from the Office of Justice Programs, Bureau of Justice Assistance, the National Institute of Justice, the Bureau of Justice Statistics, or whoever receives, conceals, or retains such funds, assets or property with intent to convert such funds, assets or property to his use or gain, knowing such funds, assets, or property has been embezzled, willfully misapplied, stolen or obtained by fraud, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both.

2. **42 U.S.C. Section 3795a Falsifications or Concealment of Facts.**

Whoever knowingly and willfully falsifies, conceals, or covers up by trick, scheme, or device, any material fact in any application for assistance submitted pursuant to this chapter or in any records required to be maintained pursuant to this chapter shall be subject to prosecution under the provisions of Section 1001 of Title 18 United States Code.

3. **42 U.S.C. Section 3795b Conspiracy to Commit Offense Against United States.**

Any law enforcement or criminal justice program or project underwritten, in whole or in part, by any grant, or contract or other form of assistance pursuant to this chapter, whether received directly or indirectly from the Office of Justice Programs, Bureau of Justice Assistance, the National Institute of Justice, or the Bureau of Justice Statistics shall subject to the provisions of section 371 of Title 18 United States Code.

**2. THE APPLICANT UNDERSTANDS, AND AGREES, THAT RECEIPT OF AN AWARD AS A RESULT OF THIS APPLICATION SUBJECTS THE APPLICANT TO THE ABOVE CERTIFIED ASSURANCES.**

Yes

### **13. SECTIONS:**

#### **Y. VOCA Subgrant Award Report**

**Crime Victim Assistance Formula Grant Program  
Victims of Crime Act (VOCA)  
Subgrant Award Report (SAR)**

*The information requested below is necessary for assisting LCLE Staff complete an online OJP PMP Performance Measurements Tool (PMT) Subgrantee Record for this VOCA Project.*

#### **1. Subgrantee Agency Information**

**1.1. Agency Name**

*(Please - no abbreviations, no acronyms. Enter name same as registered in the LCLE Egrants system.)*

Terrebonne Parish Consolidated Government-Houma Police Department

**1.2. Agency Address**

8026 Main Street, Suite 700

**1.3. City, Town, or Village**

Houma

**1.4. State**

Louisiana

**1.5. Zip Code**

*(Enter zip code + 4. Example: 12345-1234)*

70360-2768

#### **2. Subgrantee Agency Point of Contact (POC)**

*(Note that this information is for online PMT system access.)*

**2.1. POC Name:**

Capt. Bobbie O'Bryan #144

**2.2. POC Work Email Address:**

bobryan@tpcg.org

**2.3. POC Work Phone Number:**

985-873-6308

#### **3. Subgrantee Organization Type**

**13. SECTIONS:**

**3.1. Government Agencies Only**

Law Enforcement

**3.1.1. Name Other Government Agency**

**3.2. Nonprofit Organization Only**

A response to this question is optional and no answers were selected.

**3.2.1. Name other nonprofit agency.**

**3.3. Federally Recognized Tribal Governments, Agencies, and Organizations**

Law Enforcement

**3.3.1. Name Other Federally Recognized Tribal Agency**

**3.4. Campus Organizations Only**

A response to this question is optional and no answers were selected.

**3.4.1. Name Other Campus Organization**

**4. VOCA Crime Victim Assistance Funds Awarded:**

**4.1. Federal Award Amount**

127,350

**4.2. Start Date**

10/1/2024

**4.3. End Date**

9/30/2025

**5. Purpose of the VOCA Subaward**

**5.1. Purpose of the VOCA Subaward:**

Continue a VOCA-funded victim project funded in a previous year

**6. Priority and Underserved Requirements**

(Report a breakdown of your Federal Subgrant Amount will be dedicated to each category.)

**Please Note:** The amount reported in each category listed below must equal the total Federal award total.

**13. SECTIONS:**

**6.1. Child Abuse**

*(How much of the federal award will be dedicated for this purpose?)*

30,282

How much of the funds reported in 6.1 will be dedicated to the two (2) selections below?

**6.1.1. Child Physical Abuse / Neglect**

15,141

**6.1.2. Child Sexual Abuse**

15,141

**6.1.3. Total of 6.1.1 and 6.1.2 must equal total in 6.1.**

30,282

**6.2. Domestic and Family Violence**

*(How much of the federal award will be dedicated for this purpose?)*

0

**6.3. Sexual Assault**

*(How much of the federal award will be dedicated for this purpose?)*

30,282

How much of the funds reported in 6.3 will be dedicated to the two (2) selections below?

**6.3.1. Child Sexual Assault:**

5,000

**6.3.2. Adult Sexual Assault:**

25,282

**6.3.3. Total of 6.3.1 and 6.3.2 must equal total in 6.3.**

30,282

**6.4. Underserved**

*(How much of the federal award will be dedicated for this purpose?)*

66,786

How much of the funds reported in 6.4 will be dedicated to the seven (7) selections below?

**6.4.1. DUI/DWI Crashes**

1,000

**13. SECTIONS:**

**6.4.2. Assault**

1,000

**6.4.3. Adults Molested as Children**

1,000

**6.4.4. Elder Abuse**

2,000

**6.4.5. Robbery**

5,000

**6.4.6. Survivors of Homicide Victims**

2,000

**6.4.7. Other Violent Crimes**

54,786

**6.4.8. Please briefly describe types of "Other Violent Crimes".**

N/A

**6.4.9. Other Non-Violent Crimes**

0

**6.4.10. Please briefly describe types of "Other Non-Violent Crimes".**

N/A

**6.4.11. Please briefly explain how your agency defines "underserved" if other than what is listed above.**

N/A

**6.4.12. Total of 6.4.1, 6.4.2, 6.4.3, 6.4.4, 6.4.5, 6.4.6, 6.4.7, and 6.4.9 must equal total in 6.4.**

66,786

**6.5. Total of Priority and Underserved Requirements**

(This total must equal the federal amount awarded for this project as reported in 4.1.)

127,350

**7. Service Area(s):**

*(List all the parishes in which your agency provides services to victims of crime.)*

Terrebonne Parish, Lafourche, Assumption Parish, St John Parish, St. Charles Parish, St. James Parish,

**8. Subgrant Match (Financial Support from Other Sources)**



### **13. SECTIONS:**

**8.1. Value of In-Kind Match:**

0

**8.2. Cash Match:**

31,838

**8.3. Total Match:**

31,838

### **9. Use of VOCA and Match Funds**

**9.1. Information and Referral**

Information about the criminal justice process

Information about victim rights, how to obtain notifications, etc.

Referral to other victim service programs

Referral to other services, supports, and resources (includes legal, medical, faith-based organizations, address confidentiality programs, etc.)

**9.2. Personal Advocacy / Accompaniment**

Victim advocacy / accompaniment to emergency medical care

Victim advocacy / accompaniment to medical forensic exam

Child and/or dependent care assistance (includes coordination of services)

Interpreter services

**9.3. Emotional Support or Safety Services**

Crisis intervention (in-person, includes safety planning, etc.)

Hotline / crisis line counseling

On-scene crisis response (e.g., community crisis response)

Individual counseling

Support groups (facilitated or peer)

Other therapy (traditional, cultural, or alternative healing; art, writing, or play therapy; etc.)

**13. SECTIONS:**

**9.4. Shelter / Housing Services**

Emergency shelter or safe house

Relocation assistance (includes assistance with obtaining housing)

**9.5. Criminal / Civil Justice System Assistance**

Notification of criminal justice events (e.g., case status, arrest, court proceedings, case disposition, release, etc.)

Victim impact statement assistance

Law enforcement interview advocacy / accompaniment

**9.6. Assistance in Filing Compensation Claims**

Assists potential recipients in seeking crime victim compensation benefits

**10. Types of Victimitizations (REQUIRED)**

Check the types of victimization that best describe the victims this project will serve.

The "Other" category refers to a type of victimization that is not associated with any of the types provided in the list below. If you choose "Other" you must provide an explanation for the type of victimization for which you are identifying.

**13. SECTIONS:**

**10.1. Types of Victimitizations**

Adult Physical Assault (includes Aggravated and Simple Assault)

Adult Sexual Assault

Adults Sexually Abused / Assaulted as Children

Arson

Bullying (Verbal, Cyber, or Physical)

Burglary

Child Physical Abuse or Neglect

Child Pornography

Child Sexual Abuse / Assault

Elder Abuse or Neglect

Hate Crime: Racial / Religious / Gender / Sexual Orientation / Other (Explanation Required in 10.1.1 Below)

Human Trafficking: Sex

Robbery

Stalking / Harassment

Survivors of Homicide Victims

Teen Dating Victimization

**10.1.1.** If you checked "Other" provide an explanation of the type of victimization.

N/A

**11. Budget and Staffing**

**11.1.** Total budget for all victimization programs/services for this agency subgrant:

*(This figure should be the total of the FEDERAL amount and the MATCH amount.)*

159,188

**11.2.** Annual funding amounts allocated to all the budget for victimization.

(The amounts below should equal 11.1)

**11.2.1.** Subaward Amount:

127,350

**11.2.2.** OTHER STATE/TERRITORY:

0

**13. SECTIONS:**

**11.2.3. Other Local:**

31,838

**11.2.4. Other Federal:**

0

**11.2.5. Other Non-Federal:**

0

**11.3. Paid Staff**

**11.3.1.** Total number of paid staff for all subgrantee victimization program and/or services. This total would include salaried staff (FT, PT, and OT) and consultants.

4

**11.3.2.** Number of staff hours (salaried staff and consultants) funded through this VOCA subgrant award (plus match) for subgrantee's victimization programs and/or services.

19

**11.4. Volunteers**

**11.4.1.** Number of volunteer staff supporting the work of this VOCA subgrant award (plus match) for subgrantee's victimization programs and/or services.

0

**11.4.2.** Number of volunteer hours supporting the work of this VOCA award (plus match) for subgrantee's victimization programs and/or services.

0

## 13. SECTIONS:

### Z. VOCA Reports

#### 1. VOCA Reports

##### 1.1. Fiscal Reports

- Quarterly Fiscal Reports are due online (Egrants) to LCLE by the 15th of the month following the end of the quarter;  
or
- Quarterly Fiscal Reports are due online (Egrants) to LCLE by the 15th of the month following the project end date if the project ends before a quarter;  
or
- Monthly Fiscal Reports are due online (Egrants) to LCLE by the 15th of the month following the reporting month.

##### 1.2. Egrants Program Reports

- Quarterly Program Reports are due online (Egrants) to LCLE by the 15th of the month following the end of the quarter;  
or
- Quarterly Program Reports are due online (Egrants) to LCLE by the 15th of the month following the project end date if the project ends before a quarter.

##### 1.3. Performance Measurement Tool (PMT) Reports

- Quarterly PMT Reports are due online to Office of Victims of Crime by the 15th of the month following the end of the quarter.
- The website address for the PMT Report is: <https://ojpssso.ojp.gov/>
- If you experience difficulties in accessing or completing your PMT Report, please contact the LCLE VOCA Program Manager.

**If the applicant is late submitting any of the reports listed above, all fiscal reimbursements requested by the agency will be withheld until the next quarterly reporting period.**

#### 2. Reporting Requirements

The applicant understands and agrees that after receipt of a VOCA award, the applicant must consent to the reporting requirements listed above.

**13. SECTIONS:**

**AA. LCLE Certification of Compliance**

The attached Certificate of Compliance must be downloaded and signed by the applicant's Authorized Official. THIS CERTIFICATE MUST BE SIGNED IN BLUE INK AND ATTACHED TO THIS SECTION. PLEASE DO NOT MAIL THE DOCUMENT TO LCLE. AN AWARD WILL NOT BE ISSUED IF THIS FORM IS NOT COMPLETED AND ATTACHED

LCLE CERTIFICATION OF COMPLIANCE related attachments:

**File Name:**

✂ 7952 MOU.pdf

✂ 7952 Certificate of Compliance.pdf

**File Description:**

7952 MOU.pdf

Certificate of compliance

## **13. SECTIONS:**

### **BB. LCLE Conflict of Interest**

#### **FORM FOR POTENTIAL CONFLICTS OF INTEREST**

The purpose of the conflicts of interest policy is to assist all interested parties about what constitutes a conflict of interest, identify, and disclose actual and potential conflicts, and manage conflicts of interest when necessary. All information and documentation received and in connection with the services, will be treated with strict confidentiality. Conflicts of interest are not necessarily prohibited or harmful; however, full disclosure of all actual and potential conflicts is required. Any questions regarding a confidentiality obligation and/or conflict of interest will be addressed to the LCLE.

**1. Personnel and other officials connected with federally funded projects shall adhere to the following requirements:**

#### **Advice:**

No official or employee of any Subgrant Agency shall participate personally through decisions, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, subgrant, cooperative agreement, claim, controversy, or other particular matter in which subgrant funds (including project income or other funds generated by Federally-funded activities) are used, where to their knowledge, they or their immediate family, partners, organization other than a public agency in which they are serving as an officer, director, trustee, partner, or employee, or any person or organization with whom they are negotiating has any arrangement concerning prospective employment, has a financial interest, or less than an arms-length transaction.

Any such person referred to above who acquires personal or financial interest, on or after the effective date of this subgrant, shall immediately disclose his or her interest to the agency in writing through the annual disclosure form or whenever a conflict arises. Thereafter, they shall not participate in any action affecting the work under this subgrant unless LCLE determines that, in light of the interest disclosed, their participation in any such action would not be contrary to the public interest.

#### **Appearance:**

In the use of agency project funds, officials or employees of state or local units of government and non-government subgrantees shall avoid any action that might result in, or create the appearance of:

1. Using their official position for private gain;
2. Giving preferential treatment to any person;
3. Losing complete independence or impartiality;
4. Making an official decision outside official channels; or
5. Adversely affecting the confidence of the public in the integrity of the government or the project.

**2. Conflicts of Interest Policy may be enforced against individual members as described below:**

1. All actual and potential conflicts of interests shall be disclosed to the LCLE through the annual disclosure form and/or whenever a conflict arises.

**13. SECTIONS:**

- 2. The LCLE shall make a determination as to whether a prohibited conflict exists and what subsequent action is appropriate.
  
- 3. Subrecipient Agency will notify the appropriate District Director(s), if applicable, and the LCLE of all conflicts and management plans.

**Conflicts of Interest Acknowledgement and Disclosure**

3. I have read the Conflicts of Interest Policy information provided in this section and agree to comply fully with the terms and conditions at all times. All Conflict of Interest forms completed and signed by all authorized officials, personnel and consultants connected with this subgrant project will be collected and filed with this subgrant's records. If at any time I become aware of any actual or potential conflicts of interests or if the information provided becomes inaccurate or incomplete for anyone who completed and submitted a Conflict of Interest form, I will promptly notify the appropriate District Director(s) and the LCLE.

Yes

4. The applicant agency agrees to give any official representative of the LCLE, District, or federal government entity access to and the right to examine all Conflict of Interest forms collected and filed for this subgrant project.

Yes



**14. PERFORMANCE INDICATORS:**

1. Established by LCLE

2. Established by Subgrantee

## **15. LCLE's Standard Subgrant Conditions:**

LCLE's Standard Subgrant Conditions are incorporated herein by reference. The Standard Subgrant Conditions **should not** be submitted to LCLE with your application. The current version of LCLE's Standard Subgrant Conditions is available at [www.lcle.la.gov](http://www.lcle.la.gov) <<http://www.lcle.la.gov>>. Please refer to the website for a copy. If you are unable to obtain a copy from the aforementioned website, please contact LCLE's offices at (225) 342-1968.

**16. ATTACHMENTS:**

List of Attachments required for submission of this Application for funding:

**Section: LCLE Budget - Personnel & Volunteers****File Name**

CVA job Description.pdf

**File Description**

CVA job description

**Section: LCLE Budget - Consultant****File Name**

7952 20240715142046309.pdf

**File Description**

MOU

**Section: VOCA Demographics****File Name**

EntityInformation\_20240406-090128.pdf

**File Description**

EntityInformation\_20240406-090128.pdf

HOUMA POLICE DEPARTMENT HIERARCHY.pdf HOUMA POLICE DEPARTMENT HIERARCHY.pdf

**Section: LCLE Collaboration/Consultation****File Name**

7952 MOU.pdf

**File Description**

7952 MOU

7970 SANE- SCCO Support Letter.pdf

7970 SANE- SCCO Support Letter

CORONERDESIGNATIONHAVEN20.pdf

CORONERDESIGNATIONHAVEN20

SANE 7970 TPCO Support Letter.pdf

SANE 7970 TPCO Support Letter

**Section: LCLE Civil Rights****File Name**

Certificate of Civil Rights Training.pdf

**File Description**

Certificate of Civil Rights Training.pdf

**Section: LCLE EEOP****File Name**

EeopVerification\_FY2023\_Sarah LeCompte\_28-JUL-2023 (1).pdf

**File Description**

EeopVerification\_FY2023\_Sarah LeCompte\_28-JUL-2023 (1).pdf

**Section: LCLE Certification of Compliance****File Name**

7952 Certificate of Compliance.pdf

**File Description**

Certificate of compliance

7952 MOU.pdf

7952 MOU.pdf



Monday, October 28, 2024

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**Item Title:**

2024 Renewal of Gulf South Risk Services-TPA Contract

**Item Summary:**

**RESOLUTION:** Accepting the recommendation of Administration and the Risk Management Department to continue the Third-Party Administrator Contract with Gulf South Risk Services to handle the Workers' Compensation claims from November 1, 2024, through October 31, 2025.

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Executive Summary to continue contract with GSRS	10/22/2024	Executive Summary
Resolution to continue contract with GSRS	10/22/2024	Resolution
Email from Buster Kenny confirming Fee Schedule	10/22/2024	General Correspondence
Gulf South Risk Services Proposal for TPA Services	10/22/2024	Backup Material



## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

Resolution to recommend the continuation of Third-Party Administrator Contract in place with Gulf South Risk Services to handle Workers' Compensation claims

### PROJECT SUMMARY (200 WORDS OR LESS)

Administration and the Risk Management Department would like to recommend the continuation of the Third-Party Administrator contract in place with Gulf South Risk Services to handle the Workers' Compensation claims for one (1) year term with the option to renew thereafter on a year-to-year basis upon the same terms and conditions unless either party give the other written notice of the desire to terminate this agreement 90 days or more prior to the end of the initial term or any annual anniversary thereafter, per attached Proposal.

### PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

It is the recommendation of the Administration and the Risk Management Department to continue the contract in place with Gulf South Risk Services as Third Party Administrator to handle Workers' Compensation claims to become effective November 1, 2024 thru October 31, 2025.

### TOTAL EXPENDITURE

(Includes all fees & taxes)

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

(YES)

IF YES AMOUNT  
BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE	1	2	3	4	5	6	7	8	9
------------	---	---	---	---	---	---	---	---	---

Ryan Page

Signature

October 23, 2024

Date

WHEREAS, Terrebonne Parish Consolidated Government (TPCG) is authorized to provide Administration of all claims for Workers' Compensation through its Department of Risk Management; and

WHEREAS, Administration and the Risk Management Department would like to recommend the continuation of the Third-Party Administrator Contract in place with Gulf South Risk Services to handle the Worker's Compensation claims one (1) year term with the option to renew thereafter on a year-to-year basis upon the same terms and conditions unless either party give the other written notice of the desire to terminate this agreement (90) days or more prior to the end of the initial term or any annual anniversary thereafter. per the attached Proposal; and

WHEREAS, it is the recommendation of Administration and the Risk Management Department that the attached Proposal for TPA Services with Gulf South Risk Services be accepted for One (1) more year with the option to renew thereafter on a year-to-year basis upon the same terms and conditions and become effective for November 1, 2024, and.

NOW THEREFORE BE IT RESOLVED, by the Terrebonne Parish Council (Policy, Procedure and legal Committee) on behalf of the Terrebonne Parish Consolidated Government is hereby authorized to accept the recommendation of Administration and the Risk Management Department to continue the Third-Party Administrator Contract in place with Gulf South Risk Services to become effective for November 1, 2024.

**Cheryl Lirette**

---

**From:** Keith Kenney <bkenney@gulfsouthernrisk.com>  
**Sent:** Tuesday, October 22, 2024 10:35 AM  
**To:** Cheryl Lirette  
**Cc:** Sue Duplantis  
**Subject:** contract

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Cheryl,

As discussed, I reviewed our contract with TPCG and the effective date is 11/01/2022 to 10/31/2023, renewing on an annual basis with a three year rate guarantee. These rates are to remain the same until 10/31/2025.

After review of the contract, I see that exhibit A incorrectly states that the term is 05/01/2022-04/30/2025. That is in error and should reflect the same time frame as the contract itself, or 11/01/2022-10/31/2023 with the three year rate guarantee.

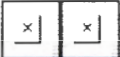
Sorry for the confusion, hope this clears it up. If there is anything else you need, please advise.

Thanks,

Buster  
Keith T. Kenney, Jr.  
President



250 Bayou St. | Houma, LA 70360  
O: (851) 279-1070 F: (851) 279-2650  
Web: [gulfsouthernrisk.com](http://gulfsouthernrisk.com)  
Email: [bkenney@gulfsouthernrisk.com](mailto:bkenney@gulfsouthernrisk.com)



CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.



# GULF SOUTH RISK SERVICES

## Terrebonne Parish Consolidated Government Proposal for TPA Services

Prepared By  
Gulf South Risk Services, Inc.  
250 Barrow Street ▪ Houma, LA 70360  
985-868-7070 ▪ [gulfsouthernrisk.com](http://gulfsouthernrisk.com)

August 9, 2022



## COMPANY HISTORY

Gulf South has been providing *quality claims adjustment and administration services* to private and public entities since 1984. We began in Houma, Louisiana, and we are committed to the growth and prosperity of Louisiana and the gulf coast region. We provide invaluable services to both public and private clients and are active in our communities. We are members of the National Association of Health Underwriters, Louisiana Association of Health Underwriters, Louisiana Association of Self Insured Employers and the Houma Chamber of Commerce.

Gulf South Risk Services (GSRS) is a Louisiana corporation fully insured and licensed by the Department of Insurance servicing the state of Louisiana as a third-party administrator and registered with the Louisiana Workforce Commission as a service company for the benefit of workers' compensation claims. We are also a licensed third-party administrator and claims adjusting firm in Texas, Georgia, Florida, North Carolina, and South Carolina. We provide workers compensation, auto liability, general liability, professional liability and group health claims administration and adjustment for both the public and private sector. We serve state municipalities and local governmental entities such as school districts, hospitals, and sheriff's departments.

## FINANCIAL STRENGTH + STABILITY

Gulf South Risk Services has been in business for more than 30 years and has consistently delivered superior third party administration service and support for our clients during any economic climate. We have the financial strength, expert staff and technological capabilities to provide superior service and support that will not only meet TPCG's expectations, but exceed them.

## RELATED SERVICES TO GOVERNMENT ENTITIES

We provide services to a number of parish school boards and other municipalities such as cities, parish governments and sheriffs departments. We also provide similar services for private clients of a similar sizes as TPCG such as publicly traded companies. Below are a few of the current municipalities that we service:

- Terrebonne Parish School Board
- Plaquemines Parish School Board
- Iberia Parish School Board
- City of Gretna
- Terrebonne General Health System

## OUR TEAM

**Sue Duplantis** is the Claims Manager. She has been with Gulf South Risk Services since 2002. Her duties include the supervision of the adjusters and staff associated with the casualty claims division which includes subrogation and recovery, an integral part of claims administration. She also assists in the investigation and handling of various claims including USL&H, Jones Act, State Workers' Compensation, General Liability and Auto Liability. She attends mediations, conferences and trials when needed. In addition, she oversees the reserving of claims and reporting to insurance carriers when necessary.

She began her insurance career with Crawford and Company in 1976 as a claims adjuster and then as a claims manager. As a claims manager she implemented, developed and supervised a light duty program (Transitional Education Program) for employees sustaining an "on the job injury". The program provided for a successful return to work of approximately 84% of the injured employees assigned to the program.

**Ben Floyd** is a licensed comprehensive claims adjuster and licensed Workers compensation adjuster who will be assigned to handle all of the claims for the Terrebonne Parish Consolidated Government. He has been an adjuster with GSRS for seven years and previous to that has a background in safety. Mr. Floyd holds a certified workers compensation professional designation through the Louisiana Association of Self-Insured Employers and is also a Certified Occupational Safety Specialist. He has worked with multiple school boards and local municipalities on workers compensation, automobile, employment practices, and general liability claims.

**Amanda Ekiss** is a licensed comprehensive claims adjuster who has been with Gulf South for 4 months. She has a background in legal work from multiple law offices handling all types of claims. Amanda will be assisting with the claims work for Terrebonne Parish Consolidated Government.

**Stephanie Marcel, LPN** has been practicing in the medical industry since 1999. Stephanie is an in house nurse case manager who reviews request for medical necessity and ensures that they meet treatment guidelines. She is responsible for Preauthorization of services and Utilization Review.

**Nichole Hebert, RN** has been a nurse for twenty-five years. Throughout her nursing career she has worked in several areas of nursing care such as Home Health, Skilled Nursing and Rehabilitation, as well as medical/surgical in a hospital setting. She is an in-house nurse case manager and handles Preauthorization and Utilization Review.

**Jasmine Granier** handles the IT for our claims management system such as reporting, claim set-up, and training. Jasmine has worked for Gulf South Risk Services since December of 2006. She is a licensed Workers compensation and Property & Casualty claims adjuster and holds a certified workers compensation professional designation through the Louisiana Association of Self-Insured Employers.

**Jane Arceneaux** has been with GSRS for 16 years and handles bill review and negotiations.

## REFERENCES

Mr. Wayne Landry

General Counsel, Iberia Parish School Board

1500 Jan St. | New Iberia, LA 70562

337-685-4395

Lines of Insurance Handled: Workers compensation, auto liability, general liability, professional liability

2000 employees, Client for 11 years

Mrs. Dee Daigle

Insurance Benefits, Plaquemine Parish School Board

1484 Woodland HWY / Belle Chasse, LA 70037

(504) 595-6400

Lines of Insurance Handled: Workers compensation

Client for 13 years

Mr. Curtis Constrantiche

Risk Manager, Terrebonne Parish School Board

201 Stadium Dr. | Houma, LA 70360

985-876-7400

Lines of Insurance Handled: Workers compensation, auto liability, general liability, professional liability

2500 Employees, Client for 26 years

Ms. JoAnn Cannata

Director of Regulatory and Risk, Terrebonne General Health System

8166 Main Street | Houma, LA 70360

(985) 873-4400

Lines of Insurance Handled: Worker's compensation, general liability

Client for 20 years

## VIII. SCOPES + SERVICES

### Ownership

- Gulf South Risk Services is its own entity and not owned by any parent companies. GSRS is seeking the contract to provide TPA services for TPCG. GSRS is not owned by nor does it own any organization actively engaged in the sale of insurance products.

### Internet based reporting and adjuster service

- Our skilled claims managers are available 24/7 and actively manage each claim to a swift resolution. We utilize a variety of different reporting services including an internet-based system called Claim Pilot. Terrebonne Parish Consolidated Government representative will be trained on how to access and use Claim Pilot.

### Claims Reserves

- All Gulf South Risk Service adjusters have experience with Workers Compensation and utilize a very hands-on approach. Reserves are initially requested by the adjuster and then are reviewed with two levels of management experienced in claims handling to get the most accurate initial reserves. Reserves are then re-evaluated as new findings present themselves to best represent the claim. Our adjusters work hand in hand with the attorneys to help create the best defense strategy and are experienced in mediation and trials. We look forward to working together to provide the best possible outcome.

### Claims supervisor and Staff Adjusters assigned to handle claims for TPCG

- Keith Kenney is the owner and president of Gulf South Risk Services which he incorporated in 1984. Mr. Kenney is hands on and will oversee the day to day operations between GSRS and TPCG. Sue Duplantis will be in the role of Claims Supervisor and has 18 years of experience with Gulf South Risk services. Ben Floyd will be the primary adjuster on this account. He has worked with multiple school boards and local municipalities on workers compensation, automobile, employment practices, and general liability claims

### Existing claims per adjuster

- Each adjuster carries a caseload between 70-100 open claims. We see a lot of Report Only claims. These claims can be closed quickly but can push the number of open claims up for the adjuster.

### Number of personnel overseen

- Sue Duplantis is the manager currently overseeing six adjusters. A number of these customers are municipalities. This is why we think this team would be most suited to handle TPCG.

## VIII. SCOPES + SERVICES

### Claims Investigation Services and Techniques

#### Worker's Compensation

After a claim is initial set up, an initial claim packet will be mailed to the claimant containing the following documents to be completed:

- Authorization for Disclosure
- LWC-WC 1025.EE Employee Certificate of Compliance
- LWC-WC 1020 Employee Monthly Report of Earnings
- LA OWCA Second Injury Board Knowledge Questionnaire
- Choice of Physician Form
- Mileage Reimbursement Form

The adjusters will make three point contact.

Contact with the Employer

Contact with the Employee

Contact with the Medical Provider

An initial recorded statement will be obtained through our Uniti Fiber phone system, transcribed, and scanned to the file.

- If the claimant wishes not to be recorded, notes are taken and saved to the file.
- If the claimant is unable to be reached, the file will be noted and a diary will be set to try again.
- On-site investigation will be schedule where appropriate and communicated with the Risk Manager.
- Verbal authorization or an authorization letter will be faxed to the medical provider for initial treatment.

Initial Reserves are set based on the type of claim that is set up.

- If the physician places work restrictions on the claimant:
  - If placed on light to sedentary duty, Adjuster will discuss with the Risk Manager if light or sedentary duty available.
  - If modified duty is not available:
    - Four weeks of wages prior to the date of accident will be requested from Terrebonne Parish Consolidated Government Human Resources department to calculated indemnity benefits.
    - An LWC-WC 1002 Notice of Payment will be completed by the Adjuster, reviewed by the Claims Manager, and filed to the Office of Workers' Compensation when the first indemnity payment is issued.
    - All indemnity payments are recorded in ClaimPilot under the Comp tab.
    - A Reserve Analysis will be completed and reserves will be set based on anticipated time to return to work and medical treatment.

## VIII. SCOPES AND SERVICES

- All documents are saved to ClaimPilot under Documents and labeled for easy identification.
- Second Medical Opinion (SMO) may be initiated and chosen by Gulf South Risk Services based on preferred provides in Terrebonne Parish and surrounding areas.
  - Requested major medical procedures
  - Disagreement in medical treatment plan
- Report Only
  - Initial contact is made with the claimant to ensure no medical treatment is required.
  - Claim remains open for a minimum of 30 days.
  - Follow-Up contact with claimant after 30 days to ensure no medical treatment was/is required.
  - If no treatment was required claim is closed.
- Medical Only
  - Three point contact is made.
  - Claim diary is set for Adjuster to review the file every 45 days. Once medical is completed, all bills are processed and paid, the claim will be closed.

### **On-site Investigations**

- When deemed necessary, adjusters will conduct on-site investigations. We work closely with administration and gather information. During on-site investigations we will take pictures, statements, measurements, assess hazards, and can point out corrective actions.

### **Sub-contract**

- Typical services that we will subcontract are surveillance, Vocational Rehab, and legal work.

### **Preferred Providers**

- GSRS utilizes preferred providers in all areas pertaining to claims adjusting specifically to help reduce cost of the claims. We know that the claims can swing drastically based on the response of these providers and we have a good, open communication working relationship with the providers that we utilize.

## VIII. SCOPES AND SERVICES

### Electronic Claims Management System

- GSRS utilizes an online claims management system known as ClaimPilot. TPCG representative will receive training and their own login to this system where they can easily pull reports and check on all of their claims. The claims can be organized in this system in any way TPCG would like.
- **ClaimPilot**- Managing a claim through ClaimPilot is easy & intuitive. ClaimPilot offers custom built step-by-step workflow that is geared for speed and simplicity. Our automated process allows you to manage your claims more accurately and keeps you from missing a beat. ClaimPilot is available from any device with internet. We understand how important it is to share data across a system and between environments.
- ClaimPilot allows Gulf South to run reports in a multitude of ways. We understand that your school board has different costs systems and needs these reports broken down. We have the ability to break down claims by job position, location, and type of claim. We will set these cost centers up specific to your organization.

### Communication

- We believe in constant open communication with the customer. Each adjuster has a direct line and all have great relationships with their risk management teams. Whether it be telephone or email, you can expect a quick response and open communication. The GSRS team will meet with TPCG on a quarterly basis to review claims.
- GSRS prides itself on the level of customer service we provide. Since our adjusters do complete adjuster activities outside of the office TPCG risk manager will be provided the cell phone number of their adjuster to facilitate faster response. On top of this all adjusters receive emails on their phones and will respond quickly to any inquiry.

### Claims Audits

- GSRS will work closely with TPCG to complete independent claims audits of all claims to ensure the highest level of accuracy and effectiveness.

### Internal Quality Control Program

- GSRS will detail a full quality control program in case of a catastrophe or other disaster. Currently, adjuster and other staff have the ability to work remotely and will continue to work for TPCG in case of such event.

### File Creation

- Claims will be set up upon receipt of initial report of injury and initial reserves will be set. Initial reserves will be adequate to pay initial expenses with a claim but will be reevaluated as the facts of the claim are discovered.

## VIII. SCOPES AND SERVICES

### Diaries

- ClaimPilot utilizes an internet based diary system that is set up to provide reminders on different claims. Diaries will be set to what the claim dictates. Generally, claims are reviewed more often than 30 days.

### Payments and Vouchers

- GSRS will ensure that all payments and vouchers will be made promptly in accordance with any and all regulations.

### Review

- All medical bills are reviewed with the adjuster and claims manager at receipt. Only bills related to the claim will be approved. In a case where causality is debatable, we will consult with a medical provider of our choosing. Adjusters will look at the DOS, diagnostic and treatment codes on each bill to ensure that the treatment was approved.
- Adjusters will put Medical Only claims in their diary to ensure review every 45 days. Once medical is complete and all bills are paid, the claims will be closed.

### Duplication of Claim Files

- GSRS will provide claim files of all claims reserved in excess of \$25,000, including reserve worksheets, diary notes, file payments log and all correspondence will be provided to TPCG upon request. ClaimPilot will allow the TPCG representative to access the file and download claims information at will.

### Informative Statements from the Claimant and Witnesses

- All communication or attempted communication will be documented in the notes section of ClaimPilot. Upon receipt of the FROI, a claim will be set up. Once the claim is set up the first step is to attempt to make contact with the claimant. This initial contact will be recorded through our Uniti Fiber phone system and transcribed and will act as an initial statement. If the claimant wishes not to be recorded, we will take notes that will also be entered into the notes section of ClaimPilot. If we do not receive an answer, a diary will be set to try again and documented.

### TTD Benefit Communication and Verification of Continuing Indemnity Payments.

- Claimants receiving TTD benefits will be communicated with on a regular basis. Before any indemnity payments are made we will make sure we have a monthly 1020. For active claims, communication will happen more often but at a minimum on a monthly basis. Our nurse case manager will write to medical providers often for clarification on work status and we will push to get claimants back into a light duty role if one is available. Medical reports are also received with every bill and if they are not, they will be requested. Every medical report is reviewed by adjusters and communicated with management.



## VIII. SCOPES + SERVICES

### **Second Medical Opinions**

- GSRS has preferred providers for SMOs in most medical fields and will be utilized to confirm diagnosis and treatment plans from other providers. In areas where we do not have a provider we will consult with trusted medical professionals we work with for guidance. In the TPCG region we have ample providers and resources that we have existing relationships with.

### **Subrogation**

- GSRS adjusters will subrogate in all cases of third-party negligence. Adjusters will investigate all claims and determine fault. This will be part of the initial investigation of all claims.

### **Excess Carrier Claims Reporting**

- GSRS will report to excess carriers based on the requirements of the excess carrier. Generally claims will be reported when they hit 50% of the SIR or if medical costs are projecting to hit over 50% of the SIR. Once reported we will update the excess carrier based on their schedule which is generally once a quarter. For serious claims such as a death, extensive burn, or other major medical where we know the claim will hit the SIR the claim will be reported immediately, depending on the severity.

### **Second Injury Fund Claims Investigation**

- GSRS has both directly reported to the second injury fund and utilized a third party for these services. In the case of a third party for second injury fund claims, we utilize Reimbursement Consultants, Inc.

### **Settlement Authority.**

- Proposed settlements will be reviewed and approved by TPCG risk management before a settlement offer is given.

## COMPENSATION

- **Annual Flat Fee** schedule for adjusting TPCG's worker's compensation claims for the life of the contract between TPCG and GSRS.

**\$36,000.00**

- **Data conversion** cost to transfer existing claim data into ClaimPilot.
  - There will be no cost associated with the transfer of existing claim data as long as the data is in a generally accepted format.

**\$0.00**

- **Fee for taking over** all open existing worker's compensation claims and continued handling until conclusion and closure of each such claim.

**\$0.00**

- **Medical Cost containment fees** including repricing WC medical Bills, Percentage charges for net savings of negotiated bills, Indexing fees per claim and any other ancillary services related to TPCG Claims handling.

- Allocated Loss Expenses payable to Synergy Safety and Health/A subsidiary of Gulf South Risk Services:
  - **Bill Review: \$1.60 per line fee, \$4.50 per bill fee, 10% of Savings**
  - **Nurse Case Management - \$85.00 per hour**
  - **Precertification & UR- \$85.00 per hour**
  - **Fee for ISO**

# CLAIMS AGREEMENT

## WITNESSETH

WHEREAS, the Service Company operates a business known as **Gulf South Risk Services**, Claims Adjusters; and the Client, Terrebonne Parish Consolidated Government.

WHEREAS, Terrebonne Parish Consolidated Government desires to employ the Service Company as its claims adjuster to administer the Workers Compensation, Auto Liability, General Liability and Professional Liability claims for said coverages in all States where Client has operations and/or a claim or loss occurs.

NOW, THEREFORE, the Service Company and Terrebonne Parish Consolidated Government subject to the following terms, conditions, and limitations agree as follows:

## ARTICLE I - TERM

The Service Company agrees to provide all services agreed to herein to Terrebonne Parish Consolidated Government in connection with claims occurring during the period commencing 11/1/22 and ending 10/31/23. This agreement shall automatically renew thereafter on a year-to-year basis upon the same terms and conditions unless either party give the other written notice of the desire to terminate this agreement ninety (90) days or more prior to the end of the initial term or any annual anniversary thereafter.

## ARTICLE II - FEES

See EXHIBIT A on Page 16.

## ARTICLE III - DEFINITIONS

A. The term "allocated Loss Adjustment Expense: as used herein shall mean:

1. medical examinations of claimants, including the reasonable and necessary transportation expenses of claimants.
2. fees to attorneys for claims in suit and for representation at hearings or pretrial conferences, and
3. fees to court reporters; and
4. all court costs, court fees and court expenses; and
5. pre- and post-judgment interest paid as a result of litigation; and
6. fees for service of process; and
7. costs of undercover operative and detective services; and
8. costs for employing experts for the preparation of maps, professional photographs, accounting, chemical or physical analysis, diagrams; and
9. costs for employing experts for their advice, opinions or testimony concerning claims under investigation or in litigation or for which a declaratory judgment is sought; and
10. costs for independent medical examination and/or evaluation for rehabilitation and/or to determine the extent of Terrebonne Parish Consolidated Government liability; and
11. costs of legal transcripts of testimony taken at coroner's inquests, criminal or civil proceedings; and
12. costs for copies of any public records and/or medical records; and
13. costs of depositions and court reported statements; and
14. costs and expenses of subrogation when referred to outside attorneys; and
15. costs of engineers, handwriting experts and/or any other type of expert used in the preparation of litigation and/or used on a one time basis to resolve disputes; and
16. any other similar cost, fee or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a claim or loss or to the protection or perfection of the subrogation rights of Terrebonne Parish Consolidated Government which must have the explicit prior approval of Terrebonne Parish Consolidated Government.

# CLAIMS AGREEMENT

## ARTICLE III – DEFINITIONS, continued.

- A. The term “allocated Loss Adjustment Expense: as used herein shall mean:
17. witness attendance fees
  18. appeal bonds
  19. automobile appraisals
  20. trial and hearing attendance fees
  21. reports from government agencies or branches
  22. credit bureau reports, claim searches and ISO reporting, CMS, Medicare Set Aside Allocation
  23. medical or vocational rehabilitation
  24. medical cost containment services – i.e. utilization review, pre-admission authorization, hospital bill audit, provider bill audit, pre-negotiated medical bills, and medical case management which includes the services of Synergy Safety and Health which is a subsidiary of Gulf South Risk Services, Inc.. Also included is the medical transportation of claimant to medical provider.
  25. Claims Adjusting fees for onsite claims investigation and adjustment at Time & Expense
- B. Allocated Loss Adjustment Expenses shall not include:
1. fees for attorneys who are employed by or on permanent retainer to Terrebonne Parish Consolidated Government, the Service Company or the Client unless approved in advance by Terrebonne Parish Consolidated Government; and
  2. any fee, cost or expense included for administration fees to include quarterly meetings, monthly loss runs, Online access, account administration and loss fund management.
- C. The term “Claims Adjusting Services” as used herein shall mean the furnishing by the Service Company to Terrebonne Parish Consolidated Government of the following services in compliance with the terms of the applicable insurance policy and the laws of the applicable state:
1. to establish a file with respect to each claim.
  2. to investigate all claims and to recommend the amount of loss reserve to be established with respect to each such claim.
  3. review all Client’s claims and loss reports for losses occurring during the term of this Agreement; and
  4. establish an incident or suspense file for any circumstance or event where no injury or property damage has been reported and/or is anticipated and/or being claimed; and
  5. conduct a detailed investigation of each qualified claim in accordance with industry-wide standards; and
  6. assure that each qualified claim file contains sufficient evidence and documentation in chronological order including copies of all paid drafts; to allow the adjuster to properly evaluate the merits of the qualified claim; such file must be readily available to Terrebonne Parish Consolidated Government and shall be provided to Terrebonne Parish Consolidated Government at its request; and
  7. provide periodic detailed narrative reports on the status of each qualified claim in excess of the reporting level or reportable in accordance with claims handling guidelines; and
  8. perform all administrative and clerical work in connection with qualified claims including the preparation of checks and/or drafts drawn on the loss fund established herein; and
  9. respond immediately to any inquiry, complaint or request received from an insurance department, other regulatory agency, client, claimant, agent, broker, or other interested party; and
  10. process each qualified claim in accordance with rules, regulation, restrictions and laws of each state or province involved, utilizing industry-wide standard forms where applicable; and
  11. review all medical bills and bills for other services, for each qualified claim for causal relationship to the injury or accident,
  12. monitor the treatment programs recommended for claimant by physicians, specialists and other health care providers by reviewing all reports prepared by them and performing all investigative activities as may be appropriate; and

# CLAIMS AGREEMENT

## ARTICLE III – DEFINITIONS, continued.

13. attend and handle where allowable by law or regulation informal hearings and/or pre-hearing conferences; and
14. prepare and maintain files necessary for a) defense of claims; b) other litigation (such as subrogation, contribution or indemnity); c) other proceedings; and d) the maintenance or control of activities and expenses; and
15. pursue all possibilities of subrogation, contribution or indemnity on behalf of client; and
16. adjust, resist and/or settle claims in accordance with authority levels granted; and
17. to select, direct counsel, supervise all litigation or other proceedings involving any claim and, where permitted, to attend any judicial or administrative hearing involving any claim.
18. pay all qualified claims and allocated loss adjustment expense timely, in accordance with the authority granted by Terrebonne Parish Consolidated Government said authority being \$\_\_\_\_\_.
19. to furnish to Insurer and/or its designees on a monthly basis, a "loss run" and a "loss fund activity report." The term "loss run" means a computer generated listing of claims that have been posted to Service Company's statistical claims system. The term "loss fund activity report" means a computer generated listing of accounting activity in the loss fund account during the preceding month that has been posted to Service Company's system. These computer-generated listings will be provided to Insurer and/or its designees in hard copy. A maximum of one (1) copy of any single listing.

## ARTICLE IV – SERVICE COMPANY

1. The Service Company agrees to provide Terrebonne Parish Consolidated Government adjusting services for the price agreed to in Article II hereof except allocated loss adjustment expense, which will be assumed by Terrebonne Parish Consolidated Government.
2. The Service Company warrants that it will manage the service provided hereunder in such a way and in such a manner as to insure that every adjuster, claims investigator, appraiser and/or employee used or subcontracted by the Service Company will adjust and/or investigate every claim or matter covered by this Agreement in accordance with this Agreement.
3. The Service Company will provide Terrebonne Parish Consolidated Government with Certificates of Insurance, Automobile Liability Insurance, Workers' Compensation Insurance, Employee Dishonesty Bond and Errors and Omissions Insurance (Professional Liability Coverage) with sufficient limits satisfactory to Terrebonne Parish Consolidated Government.
4. Terrebonne Parish Consolidated Government acknowledges that the claims and/or losses will be paid with Terrebonne Parish Consolidated Government funds. Any check in excess of \$\_\_\_\_\_ will require a second signature for payment of all claims and losses.
5. The Service Company agrees to perform its services in compliance with GSRS's claims handling guidelines and any amendments thereto.
6. The Service Company warrants that: a) it and its adjusters, claims investigators, subcontractors, or appraisers hold proper licenses; b) any service company, adjusting company, adjuster, claims investigator, or appraiser to which the Service Company subcontracts its responsibilities hereunder holds proper licenses for the work to be performed; c) it is resident in those states requiring residency in which it renders services hereunder. The Service Company agrees not to subcontract services required hereunder to others without the express written consent of Terrebonne Parish Consolidated Government.
8. The Service Company will notify TPCG within 24 hours after discovery of any breach or loss of security of its computerized data system and will provide TPCG with the names of employees whose identity has been breached.
9. To indemnify, defend and hold harmless TPCG from any claim, demand, action, damage, cost and/or expense that the Service Company may be subjected as a consequence of or as a result of any error, omission, tort, intentional act, willful misconduct or any act of negligence on the part of the Service Company and/or its employees, contractors, or subcontractors.

# CLAIMS AGREEMENT

## ARTICLE V – TERREBONNE PARISH CONSOLIDATED GOVERNMENT AGREES AS FOLLOWS

1. To pay to the Service Company the fees prescribed in Article II, report all claims, incidents, or potential claims in a timely manner.
2. To pay to the Service Company in addition to the claim service fees prescribed in Article II, for all claims service and for all claims and/or losses previously handled or attempted to be handled by any person, firm or corporation or Terrebonne Parish Consolidated Government before being assigned to the Service Company.
3. To pay all allocated loss adjustment expense defined in Article III and the claim service fee described in Article II. Provide adequate funds to pay all claims and expenses in a timely manner.
4. To indemnify, defend and hold harmless the Service Company from any claim, demand, action, damage, cost and/or expense that the Service Company may be subjected as a consequence of or as a result of any error, omission, tort, intentional act, willful misconduct or any act of negligence on the part of TPCG and/or its employees, contractors, or subcontractors.

## ARTICLE VI – TERMINATION

- A. This agreement covers the period stated in Article I. Any continuation or renewal of this Agreement shall be the subject of further negotiation between Terrebonne Parish Consolidated Government and the Service Company. If this Agreement is terminated or not renewed Terrebonne Parish Consolidated Government shall exercise one of the following options:
1. Terrebonne Parish Consolidated Government may require the Service Company to conclude the handling of all claims occurring during the term of this Agreement whether reported before or after the term of this Agreement subject, however, to the terms, conditions and limitation of this agreement; or
  2. Terrebonne Parish Consolidated Government may require the Service Company to return all open files. This agreement may be terminated by either Terrebonne Parish Consolidated Government or the Service Company with or without cause and for any reason whatsoever upon Ninety (90) days prior written notice or may be extended for an additional ninety (90) days.
  3. The Service Company shall return to Terrebonne Parish Consolidated Government the funds held in escrow account (pursuant to Article IV) at the termination of expiration of this Agreement, or when the Service Company concludes the handling of all claims covered hereunder, whichever is later.
  4. Files are the property of the Terrebonne Parish Consolidated Government. Upon termination of this agreement, Gulf South Risk Services, Inc. will return to the Terrebonne Parish Consolidated Government one (1) electronic copy of all claims and financial data in a normally accepted format.

## ARTICLE VII – CONTROLLING LAW

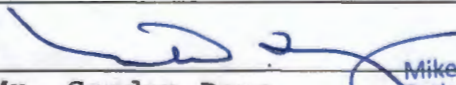
It is hereby agreed that this Agreement shall be interpreted and construed in accordance with the laws of the State of Louisiana and proper venue for any action shall be Louisiana.

## ARTICLE VIII – SUBSEQUENT AGREEMENTS TO BE IN WRITING

The provisions set out herein constitute the whole and entire agreement between Terrebonne Parish Consolidated Government and the Service Company and may be altered only by mutual agreement, reduced to writing and executed by authorized representatives of Terrebonne Parish Consolidated Government and the Service Company.

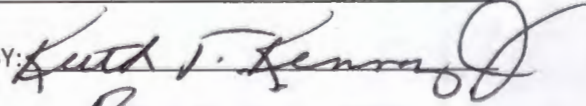
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives in Houma, Louisiana, this 9<sup>th</sup> day of NOVEMBER 2022.

Terrebonne Parish Consolidated Government

BY:   
Mr. Gordon Dove  
TITLE: Parish President  
8026 Main St.; Suite 520  
ADDRESS: Houma, LA 70360

*Mike Toups  
Parish Manager  
Authorized Designee  
Record #1627089*

GULF SOUTH RISK SERVICES, INC.

BY:   
TITLE: PRESIDENT  
ADDRESS: 250 Barrow St. Houma LA 70360

# EXHIBIT A – FEE SCHEDULE

## CLAIMS ADMINISTRATION PROPOSAL – Terrebonne Parish Consolidated Government FOR Workers Compensation and Liability Claims (5/01/2022-4/30/2025)

ITEM	COST
Annual Administration Services Workers Compensation <b>TOTAL</b> Administration Services Includes: <ul style="list-style-type: none"> <li>• Quarterly Meetings</li> <li>• Monthly Loss Runs</li> <li>• Online Access</li> <li>• Account Administration</li> <li>• Loss Fund Management</li> <li>• Filing Annual reports, monthly reporting to excess carrier</li> </ul>	<b>\$36,000.00</b>
On-site Investigation Nurse Case Management Litigation Open Claims (in excess of 2 yrs.) Mileage	\$78/hr \$85/hr Included Included No Charge
<b>Added Fees:</b>  Data Conversion Existing Claims Assumption Fee Loss Control Second Injury Fund & Recovery Subrogation BI Indexing	\$ 0.00 \$ 0.00 \$75/hr 15% of Recovery 15% of Recovery \$30/per filing
<b>Bill Review:</b>  Computerized Bill Review Medical Bill Review Large Case Bill Review	\$1.60 per line fee, \$4.50/bill 10% of savings 10% of savings
Rate Guarantee	3 years



Monday, October 28, 2024

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**Item Title:**

2025 Renewal of contract with Sigma Consulting Corp.

**Item Summary:**

**RESOLUTION:** Accepting the recommendation of Administration and the Risk Management Department to continue the Contract with Sigma Consulting Corporation.

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Resolutin to accept recommendation to continue Contract with Sigma Conulsting	10/22/2024	Resolution
Executive Summary for continuing Contract with Sigma Consulting	10/22/2024	Executive Summary
Copy of Engagement for Professional Services between TPCG & Sigma	10/22/2024	Backup Material



RESOLUTION NO:

WHEREAS, Terrebonne Parish Consolidated Government (TPCG) is authorized to provide Property and Casualty Insurance coverage through its Department of Risk Management; and

WHEREAS, Administration and the Risk Management Department would like to recommend the continuation of Contract already in place for services of professional consultants with Sigma Consulting Corporation for a period of one year at the approximate cost of \$12,000.00 per year for Property/Casualty and \$18,000.00 for Actuarial services for a total of \$30,000 for 2025; the above actuarial fee schedule is contingent upon receipt of loss data in acceptable Excel usage format; if loss data is provided in paper format, an additional hourly rate of \$150.00 will be charged for loss data conversion/analysis; and

WHEREAS, such services would begin January 1, 2025, and end on December 31, 2025, and

WHEREAS, Terrebonne Parish Consolidated Government (TPCG) has determined that the terms of this service will serve a public purpose and have a public benefit commensurate with the cost.

NOW THEREFORE BE IT RESOLVED by the Terrebonne Parish Council (Policy, Procedure and Legal Committee), on behalf of Terrebonne Parish Consolidated Government is hereby authorized to accept the recommendation of Administration and the Risk Management Department to continue the contract in place with Sigma Consulting Services to commence on January 1, 2025, through December 31, 2025.



## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

Recommendation to Renew Contract with Sigma Consulting Corporation from January 1, 2025, thru December 31, 2025, for Consulting Services for Property & Casualty Insurance and Actuarial Study.

### PROJECT SUMMARY (200 WORDS OR LESS)

Resolution to recommend the continuation of Contract in place for Consulting Services for Property & Casualty Insurance and Actuarial Study with Sigma Consulting Corporation, per Contract with such services to commence on January 1, 2025, thru December 31, 2025.

### PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

It is the recommendation of Administration and the Risk Management Department to continue the contract in place with Sigma Consulting Corporation to commence on January 1, 2025, thru December 31, 2025.

### TOTAL EXPENDITURE

<b>TOTAL COST</b>			
<b>AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)</b>			
ACTUAL	ESTIMATED		
<b>IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)</b>			
N/A	NO	(YES)	IF YES AMOUNT BUDGETED:

### COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE	1	2	3	4	5	6	7	8	9
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\_\_\_\_\_  
 Signature

10/21/2024  
 \_\_\_\_\_  
 Date

PARISH OF TERREBONNE  
STATE OF LOUISIANA



## ENGAGEMENT FOR PROFESSIONAL SERVICES

**BE IT KNOWN** that this agreement is entered into by and between **Terrebonne Parish Consolidated Government**, a political subdivision of the state of Louisiana, with a mailing address of P.O. Box 2768, Houma, Louisiana 70361, represented herein by its duly authorized Parish President, by virtue of his authority under the Terrebonne Parish Charter (hereinafter referred to as "**CLIENT**"); and **Sigma Consulting Corp.** a Louisiana corporation with a mailing address of 3945 N. I-10 Service Road West, Suite 200, Metairie, Louisiana 70002, represented herein by C. Todd Thomas, its duly authorized Director by virtue of attached Corporate Resolution (hereinafter known as "**CONSULTANT**").

### I. SCOPE OF SERVICES

Section 1. Scope of Services to be provided by CONSULTANT. Services as set forth in this Article (collectively, the "Services"):

#### A. Annual **GASB Statement No. 10** Study, to include:

- Evaluation of estimated required reserves for automobile liability, general liability, utility general liability, workers' compensation, employment practices liability and public officials liability;
- Preparation of a cash-flow schedule and net present value analysis of the expected payments;
- Completion of a confidence level analysis for claims expected to occur; and,
- Project net (retained) losses expected to occur for the projected fiscal year.

Upon request from the **CLIENT**, other Risk Management and Employee Benefit Consulting Services include but are not limited to:

#### B. **Risk Management** consulting services:

- Review **CLIENT**'s current property, casualty, and flood insurance and make recommendations regarding necessary changes including:
  - Review current policies, insurance coverage terms, and **CLIENT**'s exposures;
  - Conduct a review and analysis of **CLIENT**'s historical loss data inclusive of optimal deductible / retention program calculations;
- With **CLIENT**, formulate timeline and deadlines for insurance renewal proposal process including develop a calendar of events for managing competitive quotes;
- Analysis of the quotations received with recommendations on selection including presentation to Administration and the Parish Council;
- Review property and casualty binders to verify conformity to quotations;
- Review property and casualty program policies when received to verify conformity to quotations;
- Provide assistance with insurance problems that might arise during the Agreement period including:
  - Representation at **CLIENT** meetings;
  - **CONSULTANT** availability for frequent conversations via telephone or in person with **CLIENT**;

- Assist in the preparation of insurance applications;
  - Review of contracts and leases for risk management and insurance purposes;
- C. **FEMA Public Assistance and Obtain and Maintain Obligation Projects:** upon request, these services may include:
- Stafford Act Insurance Commissioner's Certification (ICC) Application: prepare and review submissions for qualified disaster; this does not include any ongoing review for compliance with possible obtain and maintain obligations.
  - FEMA Obtain and Maintain Insurance Obligation Compliance Review: upon request, review **CLIENT**'s FEMA public assistance project worksheets for stated obtain and maintain insurance requirements and confirm if the **CLIENT** is currently in compliance with said obligations.
  - Assist **CLIENT** in drafting appeals to FEMA, as warranted, for denials of public assistance funding related to the **CLIENT**'s ICC, obtain and maintain obligations, or other **CLIENT** concern;
- D. **Request for Proposal (RFP) and Statement of Qualifications (SOQ) Administration:** **CONSULTANT** will work with the **CLIENT** to develop timelines and specifications related to the **CLIENT**'s desired RFP & SOQ process. Services to include:
- RFP & SOQ Document Development;
  - RFP & SOQ Process Administration;
  - RFP & SOQ Response Evaluation and Selection Assistance;
  - Vendor Contract Negotiation and Draft;
- E. **Building Replacement Cost Valuations** for insurance purposes;
- F. **Employee Benefits Consulting Services;**
- Audit employee benefits program;
  - Rate Making/Pricing
  - Reinsurance analysis and marketing
  - Employee benefits analysis;
  - Managed care evaluation;
  - Employee benefits compliance services;
  - Retirement plans consulting;
  - Deferred compensation consulting;
  - Cafeteria plan consulting;
  - Consumer driven health plan consulting;
  - Voluntary product evaluations; and
  - Benefits bid specifications preparation.

G. **GASB 75 Reporting for Postemployment Benefits Other Than Pension Plans**

**CLIENT** agrees that **CONSULTANT**'s services are not intended to be legal advice and are not a substitute for the assistance of a licensed attorney. **CONSULTANT** provides business management advice and recommendations in the areas of Insurance, Risk Management, Benefits and Human Resources. Individuals and entities should consult with competent, independent, legal counsel in the relevant jurisdiction on legal issues. **CONSULTANT** does not provide any insurance product placement.

Section 2. Services to be Performed by **CLIENT**. **CLIENT** shall perform each of the requested services as set forth in this Article:

- A. Provide administration of the Agreement in a timely manner;
- B. Provide access to all personnel and records deemed necessary for the performance of the Services by **CONSULTANT** in a timely manner; and,
- C. Provide all information in the **CLIENT**'s possession and/or control requested by **CONSULTANT** in the performance of the Services in a timely manner.

## II. TERM

This contract for professional services shall be effective commencing January 1, 2023 and ending December 31, 2023, regardless of the date(s) of execution. The parties may, upon their joint agreement, renew this contract for two (2) successive one (1) year terms.

## III. PROFESSIONAL FEES

- A. **CONSULTANT** will invoice **CLIENT** annually for **GASB Statement No. 10** actuarial services upon completion of the actuarial analysis project using the following report schedule:

- 1<sup>st</sup> Year: \$17,500.00
- 2<sup>nd</sup> Year: \$17,750.00
- 3<sup>rd</sup> Year: \$18,000.00

The above actuarial fee schedule is contingent upon receipt of loss data in acceptable Excel usage format. If loss data is provided in paper format, an additional hourly rate of \$150.00 will be charged for loss data conversion/analysis.

- B. **CONSULTANT** will invoice **CLIENT** hourly for services other than the GASB Statement No. 10 Report. **CONSULTANT**'s hourly rates for studies, tasks, or reports as requested and as fall within Services outlined above in the Scope of Services above are as follows and will be billed monthly to **CLIENT**.

Consultant Position	Hourly Rate
Engagement Manager	\$255
Actuary	\$TBD*
Senior Consultant	\$185
Consultant/Specialist	\$140
Assoc. Consultant/Analyst	\$115
Technical Admin.	\$85

\*This Rate does not include actuarial services. Actuarial service quotes and/or special project fees are available upon request. Any Rate change for a Consulting Actuary will be approved in writing by the **CLIENT** to the **CONSULTANT** prior to the commencement of the requested Service.

Some Projects or Actuarial Reporting may be negotiated and billed at a flat project rate depending upon the final project scope and resources needed, subject to additional written mutual agreement between the **CLIENT** and the **CONSULTANT**.

- C. **CONSULTANT** reserves the right to petition **CLIENT** for change orders to this contract, including, but not limited to, changes in compensation, based upon any change in the scope of this contract as outlined in the Scope of Services, Section I, above.
- D. Expenses for mileage, airfare, travel, parking fees are extra and will be billed as incurred each month. Monthly billings may also include all expenses related to production, graphic design, printing or shipping costs associated with special project reporting tasks or public adjusting services relative to this Agreement.
- E. **CONSULTANT** will invoice at the end of each month after services have been provided. Hours will be tracked chronologically by the date of service. **CONSULTANT**'s invoice will list the time expended for all actual work performed by date and hours, down to the quarter of an hour, with specific reference to the nature of the work performed. **CLIENT** agrees to remit to **CONSULTANT** on net 30-day terms payment of all invoices or any non-contested portion thereof.

- F. Billing Disputes: **CLIENT** shall have 180 days upon receipt of any billing by **CONSULTANT** to dispute any bill or portion of a bill submitted. Should **CLIENT** fail to dispute a billing within this prescribed period of time, the billing shall be presumed correct.
- G. Method of Notification of Disputed Billings: **CLIENT** shall immediately notify **CONSULTANT** by electronic mail (e-mail) addressed to Todd Thomas, tthomas@sigmacorp.net. The communication shall reference **CONSULTANT** project number, if any, and invoice number and invoice date. **CLIENT** shall also state the amount of the bill that is being disputed and the amount that is not in dispute. **CLIENT** shall immediately pay to **CONSULTANT** the amount not in dispute.

#### IV. TERMINATION

- A. Either party shall have the right to cancel this contract, at any time, with or without cause, by giving the other party sixty (60) days written notice forwarded to their respective address first listed herein by certified U.S. mail.
- B. In the event that this contract is canceled or terminated, **CONSULTANT** will be compensated for all work in progress and/or all work which has been completed but not yet invoiced to **CLIENT**, subject to **CLIENT**'s review and approval of same.
- C. In the event this Agreement is terminated for any reason, whatsoever, the parties' obligations of indemnification, confidentiality, audit, and insurance as necessary to preserve coverage for occurrences, shall survive termination.

#### V. INDEMNIFICATION

- A. To the fullest extent permitted by law, **CONSULTANT** shall defend, indemnify, save, and hold harmless the Terrebonne Parish Consolidated Government, including all parish departments, agencies, councils, boards and commissions, their officers, agents, servants and employees, including volunteers, from and against any and all claims, lawsuits and demands for damages under any theory of liability as allowed by law, whether contractual, tortious, or implied, arising from this agreement, whether for breach of contract, injury or death to any person, or for the damage, loss or destruction of any property, including loss of use, which may occur or in any way grow out of any breach, act or omission, whether intentional or unintentional, and any negligence, or liability of **CONSULTANT**, its subcontractors, agents, servants, officers and/or employees, related to the performance or nonperformance of the Contract herein entered into. Additionally, and as a result of any such claims, lawsuits and demands, **CONSULTANT** agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits related thereto, at its sole expense, even if such claim, demand or suit is groundless, false or fraudulent. Damages are defined to include, but not be limited to, general, special, punitive, exemplary, delay, attorney fees, court costs, fines, penalties, interest, and/or expenses.
- B. To the fullest extent permitted by law, **CLIENT** shall hold harmless **CONSULTANT** from and against any and all claims, damages, liabilities, costs, losses, expenses, suits, and judgments, including but not limited to attorneys' fees, arising out of or resulting from **CLIENT**'s rights and obligations identified within this contract and to have been committed or alleged to have been committed during the contract term, provided that such claim, damage, liability, cost, loss, expense, suit or judgment is caused in whole by negligent acts or omissions of **CLIENT**.
- C. In the event of joint and concurrent negligence of both **CONSULTANT** and **CLIENT**, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Louisiana, without, however, waiving any governmental immunity available to the TPCG under Louisiana law and without waiving any defenses of the parties hereto.

## VI. LIMITATION OF LIABILITY

Except for breach of either party's intellectual property and confidentiality obligations hereunder, in no event shall either party's aggregate liability exceed the greater of either two-times the amounts actually paid to **CONSULTANT** in the twelve (12) month period immediately preceding the event giving rise to such claim or the maximum amount of insurance maintained by the party as required by this Agreement. To the extent that any claims arise from breach of either party's intellectual property or confidentiality obligations, in no event shall the liable party's aggregate liability hereunder exceed One Million Dollars (\$1,000,000.00).

## VII. INSURANCE REQUIREMENTS

At its costs, **CONSULTANT** shall procure and maintain for the duration of this Agreement insurance coverage against claims for damages to persons or damages to property which may arise from or in connection with the performance or nonperformance of the services provided hereunder by **CONSULTANT**, its subcontractors agents, representatives, employees or assigns in conformity with the terms, conditions, and requirements noted below.

A. Minimum Limits of Insurance. **CONSULTANT** shall maintain limits no less than:

- Professional Liability Coverage (E & O): The limits of this coverage shall be a minimum of \$1,000,000.00 per loss; \$1,000,000 Aggregate. This requirement shall extend to all professional subcontractors employed by **CONSULTANT**. **CONSULTANT** shall provide certification of such insurance and a copy of the policy upon request.
- Commercial General Liability, including contractual coverage, in the minimum amount of \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage. Utilize the latest Insurance Services Office form covering Commercial General Liability. "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".
- Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage. Utilize the latest Insurance Services Office form covering Automobile Liability. The policy shall provide coverage for any auto or owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this Agreement, and **CONSULTANT** does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
- Workers' Compensation limits as required by the Labor Code of the State in which **CONSULTANT** will conduct operations for services rendered in this Agreement and Employer's Liability coverage.

B. Deductibles and Self-Insured Retentions. **CONSULTANT** shall declare to **CLIENT** any deductibles or self-insured retention, and at the option of **CLIENT**, either.

C. Acceptability of Insurers. Insurance is to be placed with insurers with an A.M. BEST'S RATING OF NO LESS THAN A:VI and licensed to do business in Louisiana. This requirement will be waived for workers' compensation coverage only for those whose workers' compensation coverage is placed with companies who participate in the State of Louisiana Workers' Assigned Risk Pool or Louisiana Workers' Compensation Corporation.

D. Verification of Coverage. **CONSULTANT** shall furnish **CLIENT** with certificates of insurance of its insurance policies affecting coverage required. **CLIENT** reserves the right to require complete, certified copies of all required insurance policies at any time.

E. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

- TPCG, its officers, officials, employees, Boards and Commissions and volunteers

are to be added as "additional insureds" as respects liability arising out of activities performed by or on behalf of CONSULTANT; premises owned, occupied or used by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to TPCG, its officers, officials, employees or volunteers.

- Any failure to comply with reporting provisions of the policy shall not affect coverage provided to TPCG, its officers, officials, employees, Boards and Commissions or volunteers.
  - Workers' Compensation and Employer's Liability Coverage – CONSULTANT shall waive all rights of subrogation against TPCG, its officers, officials, employees and volunteers for losses arising from work performed by CONSULTANT for TPCG.
- F. Subcontractors. CONSULTANT shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

### VIII. CONFIDENTIALITY OF RECORDS

- A. All information provided in the course of the professional relationship between CLIENT and CONSULTANT will be confidential and used only in connection with CONSULTANT's performance of the Services for CLIENT. Any information CLIENT provides to CONSULTANT will remain CLIENT's property and will be returned to CLIENT upon request. Notwithstanding the foregoing, CONSULTANT has the right to retain copies of such records to the extent required in the ordinary course of business or by law. Any work product CONSULTANT produces for CLIENT shall become CLIENT's property.
- B. To the extent required by the federal regulation promulgated pursuant to the Health Insurance Portability and Accountability Act, Public Law No. 104-191 (HIPAA), as such regulations may be amended and interpreted from time to time, CONSULTANT does hereby assure CLIENT that it will appropriately safeguard individually identifiable protected health information (PHI) made available to or obtained by CONSULTANT pursuant to this Contract for Professional Services. Without limiting the obligation of CONSULTANT otherwise set forth in this Contract or imposed by applicable law, CONSULTANT agrees to comply with applicable requirements of law relating to this Contract and with respect to any task or other activity CONSULTANT performs on behalf of CLIENT, specifically CONSULTANT shall:
- 1) Not use or further disclose information other than as permitted or required by this Contract or as required by law;
  - 2) Use appropriate safeguards to prevent the use or disclosure of information other than as provided for in the Contract;
  - 3) Report to CLIENT any use or disclosure of information not provided for by this Contract of which CONSULTANT becomes aware;
  - 4) Ensure that any subcontractors or agents to whom CONSULTANT provides information agree to the same restrictions and conditions that apply to CONSULTANT with respect to PHI or other confidential information;
  - 5) Make available information in accordance with applicable law; and
  - 6) Report to CLIENT any and all security incidents of which CONSULTANT becomes aware.

### IX. MISCELLANEOUS

- A. CONSULTANT shall perform all Services required to be performed under this Agreement by experienced and qualified personnel in good faith, with diligence and care, and in a professional manner.
- B. CONSULTANT hereby agrees that the responsibility for payment of taxes for the funds received under this agreement shall be CONSULTANT's obligation.



- C. **CLIENT** may review and/or audit all records of **CONSULTANT**, which relate to this Agreement.
- D. Non Appropriation. Notwithstanding any provisions herein, in the event sufficient funds for the performance of this Agreement are not appropriated by **CLIENT** in any fiscal year covered by this agreement, this agreement may be terminated by the **CLIENT** giving notice to **CONSULTANT** of such facts and the **CLIENT**'s intention to terminate its financial obligation.
- E. No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or in part by either party, either voluntarily or involuntarily or by any process of law, and shall not be or come under the control of creditors or trustee(s) without the express prior written consent of the other party. In the event of any assignment, the assignee shall assume the liability with the assignor who shall continue to remain liable for the faithful performance of the Agreement.
- F. Financial Disclosure and Audit. **CONSULTANT** acknowledges that **CLIENT** is a political subdivision of the state of Louisiana, and is subject disclosure and audit as provided by law. Therefore, to the extent applicable by law, each recipient of this Agreement shall be audited in accordance with R.S. 24:513. If the amount of public funds received by the provider is below the amount for which an audit is required under R.S. 24:513, the transferring agency shall monitor and evaluate the use of the funds to ensure effective achievement of the project goals and objectives. The terms used in this paragraph shall assume the meaning assigned by the applicable statutes.
- G. It is also hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors shall have the option of inspecting and auditing all data, records and accounts of **CONSULTANT** which relate to this Agreement, upon request.
- H. **CONSULTANT** and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this Agreement for a period of three (3) years after the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.
- I. The failure of either party to enforce any or all of the terms or conditions of this Agreement in particular instances shall not constitute a waiver of or preclude the subsequent enforcement of any or all of the terms and conditions of this Agreement.
- J. This Agreement shall be governed by the laws of the state of Louisiana. The venue of any suit filed in connection with any claim or controversy shall be the Thirty-second Judicial District Court, Parish of Terrebonne, State of Louisiana.
- K. Parties shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, et seq.) in carrying out the provisions of this Agreement.
- L. If a word, sentence or paragraph herein shall be declared illegal, unenforceable, or unconstitutional, the said word, sentence or paragraph shall be severed from this Agreement, and this Agreement shall be read as if said word, sentence or paragraph did not exist.
- M. Modifications or changes in this Agreement must be in writing and executed by the parties bound to this Agreement.

X. ACCEPTANCE

A. SIGMA CONSULTING CORP

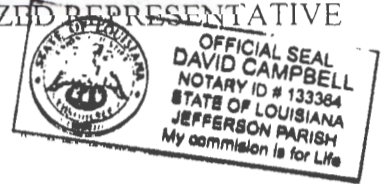
THUS done and signed on this 7 day of November 2022, before me, Notary Public, and in the presence of the undersigned competent witnesses in the city of Metairie, Parish/County of S Jefferson, State of Louisiana after a thorough reading of the whole.

WITNESSES:

[Signature]

[Signature]

X: [Signature]  
BY: C. TODD THOMAS, CHIEF CONSULTANT  
AND DULY AUTHORIZED REPRESENTATIVE



[Signature]  
NOTARY PUBLIC

B. TERREBONNE PARISH CONSOLIDATED GOVERNMENT:

THUS done and signed on this 26<sup>TH</sup> day of OCTOBER 2022 before me, Notary Public, and in the presence of the undersigned competent witnesses in the city of Houma, Terrebonne Parish, Louisiana after a thorough reading of the whole.

WITNESSES:

TPCG:

[Signature]  
Julienne Authement

[Signature]  
Leilani H. Adams

X: [Signature]  
BY: GORDON E. DOVE, PARISH PRESIDENT

Mike Toups  
Parish Manager  
Authorized Designee  
Record #1627089

[Signature] #17734  
NOTARY PUBLIC  
J. DANA ONTEGO #17734